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The Solicitors' Journal.

LONDON, APRIL 23, 1870.

ON THE PRINCIPLE *omnia præsumuntur rite esse acta* in public offices there is a presumption that a letter correctly addressed and posted reaches its destination in due course. But is this a presumption of fact or of law, and if of law, is it rebuttable or irrebuttable? On this point there has been considerable litigation, the latest case being *The Gresham House Estate Company* (*Limited*) v. *The Rossa Grande Gold Mining Company* (*Limited*), which was heard before the Court of Queen's Bench on Wednesday last. It has been attempted to be argued that as if A. sends a notice to B. by an agent he must not only prove that he delivered the notice to the agent, but that the agent delivered it to B., so if he sends it by post he makes the Post-office his agent, and must not only prove posting, but also delivery, but, as was said by Baron Alderson in *Stocken* v. *Collen* (7 M. & W. 515), "if the doctrine that the Post-office is only the agent for the delivery of the notice is correct, no one could safely avail himself of that mode of transmission." The true doctrine is, as endorsed by the Lord Chief Justice on Wednesday last, that if it be proved that a letter is correctly addressed and posted and is not returned to the sender, it will be presumed that it was received in due course, but this presumption can be rebutted. Farther than this it may be laid down that if a notice has to be given on a certain day, and a letter is posted containing such notice so that it would, in the ordinary course, arrive at its destination on the proper day, but it is delayed in the post, "the sender has done all that is required of him," and is "not answerable for the blunder of the post office" (*vide Stocken* v. *Collen* (*ubi sup.*), and *Dunlop* v. *Higgins* (1 H. L. 381).

The presumption is often adopted by the Legislature, and rendered conclusive (see 24 & 25 Vict. c. 89, s. 63, and 32 & 33 Vict. c. 56, s. 51). In the Metropolitan Buildings and Management Bill now before Parliament, it is proposed to require proof not only of addressing and posting, but also of registration, in order to raise the presumption of delivery. This is analogous to the Indian Code of Civil Procedure, s. 66.

THERE ARE NOT LESS THAN THREE BILLS now before Parliament on the principle of codification. The earliest in point of date is the Merchant Shipping Code prepared under the auspices of the Board of Trade; next there is the Divorce and Matrimonial Causes Bill, brought in by Lord Penzance; and lastly, the Metropolitan Buildings and Management Act, of which Sir W. Tite is godfather. These bills do not propose to alter the existing law on the subjects with which they respectively deal in its material features, but to consolidate and arrange in better order the existing enactments, which being thus superseded can be swept out of the statute-book by repeal. Lord Penzance's bill will thus supersede the eight Acts of Parliament, all passed since 1856, to which we have now to look for the law relating to divorce and matrimonial causes. Sir William Tite's bill proposes to repeal the whole of five Acts and parts of two more, while the Merchant Shipping Code will supersede about a dozen statutes. This last bill contains 692 clauses; but then if the mercantile community do not gain much in the matter of brevity they may in that of method or symmetrical arrangement, which, according to Jeremy Bentham, is one of the characteristics of a model legal system.

THE HOUSE OF LORDS has been working away at its arrears of appeal cases, and has given a large number of decisions lately, one or two of them being on points of much interest and importance. On the 4th ult. was affirmed the decision of the Exchequer Chamber, delivered as far back as 1860, in *Castrique* v. *Imrie* (9 W. R. 455, 8 C. B. N. S. 415), a case of much importance to shipowners, shippers, and commercial men generally, turning as it does on the validity of a foreign judgment, where the foreign Court has proceeded on a mistaken view of the law of England.

It is well settled that if a foreign Court, in pronouncing a decision in a proceeding *in personam*, mistakes the law of this country, so far as that law by the comity of nations forms a part of the case, the English Courts will review, and, if necessary, set aside its decision. The rule is otherwise as to a judgment *in rem*, but in *Castrique* v. *Imrie*, Cockburn, C.J., in delivering his own judgment, announced that there was a difference of opinion between the members of the Court upon the question whether an English Court ought to set aside a foreign judgment *in rem* when grounded on a perverse and wilful disregard of an English *lex loci contractus*. It was not necessary, however, to decide that question, because the French Court had *bonâ fide* endeavoured to follow the English *lex loci contractus*, though it had been unsuccessful in so doing. In *Simpson* v. *Fogo* (1 H. &. M. 247) the present Lord Chancellor, when Vice-Chancellor, expressed his own adherence to "the view of that section of the judges who considered, in the case of *Castrique* v. *Imrie*, that even a judgment *in rem* may lose its binding force where there appears on the face of it a perverse and deliberate refusal to recognise the law of the country by which title has been validly conferred.

Castrique v. *Imrie* is, therefore, an authority ruling that a foreign judgment *in rem* will not be set aside for merely misinterpreting the English law; but the most important question involved in the case was whether the proceeding in the French court was *in rem* or *in personam*. The facts were that the owner of a British ship called the *Anne Martin* transferred her by bill of sale, while on a voyage, in 1853, to Melbourne and Madras. Meanwhile the master when at Melbourne drew a bill for necessaries on his owner, which the new owner dishonoured. Afterwards, the ship touching at Havre, a French subject, to whom the bill had been endorsed, instituted proceedings in the Tribunal de Commerce at Havre against both the master and the ship, and that Court condemned the master "en sa qualitè de capitaine de l'*Ann Martin* et par privilege sur ce naivre" to pay the sum due on the bill, and in default the ship was sold. This the Court of Common Pleas held to be a proceeding *in personam;* the Court of Exchequer reversed this judgment, holding that the proceeding was a proceeding *in rem* to enforce the *privilege* or lien against the ship. The latter decision the House of Lords have now affirmed, and the point is one of considerable importance.

This case has been a long time pending; whether the fault be with the litigants or the judicial system of the House of Lords we are unable to say. The Tribunal de Commerce at Havre pronounced its judgment as far back as 1855; the owner's suit to replevy the ship was dismissed by the same tribunal in the autumn of the same year, the Court acting upon a mistaken idea that by the English law it was impossible that the property in the ship could be transferred by the bill of sale as the new owner contended. In 1856, Sir A. E. Cockburn, as Attorney-General, wrote an opinion pointing out this error, which, however, though brought before the Cour

Imperiale at Rouen upon an appeal to that tribunal, had not the effect of producing a reversal of the decision of the Court at Havre. Then, in 1860, the Courts of Common Pleas and Exchequer Chamber delivered their respective judgments, Sir A. E. Cockburn giving his decision in the latter as Lord Chief Justice; and now, ten years later, the decision having been in the meantime cited in innumerable cases as from the Exchequer Chamber, the House of Lords have finally adjudicated upon the case. What an awkward thing it might have been if the decision of the Exchequer Chamber had after all been reversed!

In his Divorce and Matrimonial Causes Bill Lord Penzance proposes to make no alteration in the existing rule of law whereby a married woman can only obtain a protection order when deserted by her husband. If his ill-usage of her is such that she can have him bound over to keep the peace and could petition for judicial separation, still she cannot apply for a protection order. The theory, we suppose, is that a judicial separation operates as a protection order, and that a woman ill-used by her husband can protect herself by petitioning the Court for a judicial separation. But various causes may prevent her from petitioning, and even if she does petition, some time must elapse before the decree. Under both these circumstances she may want her earnings protected from her husband, and it is worth considering whether provision should not be made for such want.

An extraordinary conviction by justices was brought before the Court of Queen's Bench on Wednesday last, the first day of Term, in the case of *The Queen* v. *Tomlinson*. The defendant was charged before the justices at Swansea with smuggling some cigars. One of the justices thought that there was sufficient evidence that the offence had been committed; the other justice thought that the evidence was not sufficient to support a conviction. The justice who was satisfied with the evidence insisted on convicting the defendant, notwithstanding the dissent of the other justice, on the ground that the statute allowed one justice to hear such a charge.

The defendant was accordingly convicted and fined, but he subsequently obtained a *certiorari* to quash the conviction. The application on Wednesday was for the purpose of enlarging the time within which the defendant could enter into the necessary recognizances for costs. The Court granted a delay until next term, although it seemed there had already been some delay and neglect in not entering into there cognizances earlier, on the ground that the conviction appeared to be flagrantly wrong.

There may, no doubt, be some explanation of this conviction, but as stated in the application on Wednesday it is one of the most curious we have ever heard of. It certainly did not give the defendant the benefit of the doubt, to which in criminal proceedings a defendant is supposed to be always entitled.

Mr. Newdegate's Committee on Monastic and Conventual Institutions is very unpalatable to the Roman Catholic inhabitants of the kingdom, if we may judge from their loud outcries in the daily papers. They stigmatise it as an oppression and an insult. On the other hand, it is retorted by those of the Exeter Hall persuasion, "There must be something horrible or you would not object to evade the scrutiny." That, however, is a *non sequitur*. For our own part, we decidedly approve of a thorough investigation into "monastic and conventual institutions," including the sisterhoods and other establishments, not only of Roman Catholics but of all other religionists. The inquiry should be directed especially to the property of these associations and their members. We believe that on this head an inquiry is really needed, and that if there were anything which ought to be disclosed on any other matter it would probably come out on a well directed investigation into the very popular subject of property. We do not undervalue the virtues of self-denial and benevolence when we say that it is not healthy or expedient that young persons, young ladies especially, should be induced, under the influence of ideas, in part, no doubt, benevolent, but in part also of a morbid sentimentalism, to execute voluntary settlements of their property in favour of certain sisterhoods and other institutions of which they may have become members. Such settlements, however, are frequently made by inmates not only of Roman Catholic consent, but of the Protestant sisterhoods attached, for instance, to some of the "Ritual" churches, under circumstances which a court of equity would unhesitatingly class in the category of "undue influence." We do not mean that the influence is necessarily exerted from motives of personal selfishness. It is considered by some lawyers that restraint ought to be placed by the Legislature upon gifts of this kind whether by will or *inter vivos*, but especially the former. We are not, for ourselves, prepared to go that length, certainly not in the absence of the results of an investigation. But we should support a scheme for obtaining from all monastic and conventual institutions periodical accounts of their property; and we believe that such publicity would tend to check very much the system of which we disapprove.

As to the legal position of nuns under the English law, they were, of course, before the Reformation, *civiliter mortuæ*:—

"When a man entreth into religion and is professed, he is dead in the law, and his son or next cousin incontinent shall inherit him as well as though he were dead indeed. And when he entreth into religion he may make his testament and his executors; and they may have an action of debt due to him before his entry into religion, or any other action that executors may have, as though he were dead indeed, &c."—Co. Litt. 200.

In modern times it has been decided by the Lords Justices that a nun is not to be held *civiliter mortua* (*Re Metcalfe's Will*, 12 W. R. 538, 3 N. R. 657). The consequence may often be that the convent now gets what before the Reformation would have gone over; in the case cited, the Lords Justices, overruling a decision of Lord Romilly, refused to withhold a legacy from an inmate of the Brompton Oratory. The Master of the Rolls had considered that the Court had express notice that the lady was under duress, and "could not be regarded as morally capable of resisting any pressure put upon her by her spiritual directors." The Lords Justices, admitting that such might be the case, ruled that the Court could not "speculate upon her intentions," and could not "refuse to a person in her senses, and under no legal disability, the payment of a fund to which she was absolutely entitled, merely because she was likely to deal with it in a manner which the Court might think unwise."

In an Irish case of *Whyte* v. *Meade* (2 Ir. Eq. 423) the Court set aside a deed which had been obtained from a young lady by duress and undue influence exercised over her while in a convent. In *McCarthy* v. *McCarthy* (9 Ir. Eq. 621), evidence was given that some young ladies, members of an Ursuline convent near Cork had by duress been got to sign a transfer of their share in their father's assets to the superioresses of the convent. The nuns were joined as formal parties in a suit by these assignees against a brother who was the administrator, but the Lord Chancellor of Ireland refused to interfere in such a suit, and directed an issue to try whether or no the deed was obtained by the exercise of undue influence. The issue was not accepted, and the plaintiffs appealed from a consequent decree dismissing the bill (1 H. L. 703). The Lords held that it was irregular, in point of practice, thus to decree an issue between the plaintiffs, and they dismissed the bill for misjoinder, observing that the question as to the undue influence could not properly be tried in that suit. And it may be regarded as conclusively ruled that though the courts of equity would incline strongly to avoid a settlement

or deed of gift made by a nun, on the ground of undue influence, if she came forward to invoke their aid,—they will not refuse to pay a fund into her hands merely because she is a nun and likely to get no personal benefit from it.

EVERYONE WHO HAS EVER had to peruse a deed engrossed on one or more skins of parchment in the old and still customary form knows what a most unwieldy, flapping, inconvenient thing it is to manage. The conveyancing counsel usually peruses copies only, but if by any chance an original deed should be inflicted upon him, his disgust is great. Of late years some solicitors have adopted the excellent plan of having their deeds engrossed "*bookwise*," in which case they are as easy to manage as the old fashioned skins are troublesome. It is stated, however, that law stationers do not encourage the new plan because the reverse side of parchment is not quite easy to write on. This might be met either by some change in the preparation of the parchment, or if that be impossible, by a small addition to the charge for engrossing. If all solicitors will, as no doubt they one day will, have their deeds engrossed bookwise and in common text-hand, the reform will, though an humble one, save a very great deal of time and trouble, some expense, and a great many mistakes.

PURCHASE FOR VALUE WITHOUT NOTICE.

The doctrine respecting the rights of a purchaser for value without notice is as old as any other doctrine of the Court of Equity: even the black letter reports are full of decisions upon it. It is popularly considered as one of the most solid doctrines of the court, and so it is, but still anyone who takes the pains to delve at all deeply into the mass of decisions in which it has been implicated finds that its application, nay its very terms, are by no means precisely marked out. It is possible that this incertitude may be in some measure attributable to the peculiar hardship which usually is involved in cases of this kind. Cases in which the contention of purchase for value without notice is set up are mostly cases in which some absent person has been guilty of fraud or misconduct, and the disagreeable duty is cast upon the Court of apportioning the consequences as between two or more parties of equal moral innocence.

The favour shown by the law to purchasers was in some of the cases reported in the older chancery reports, such as Freeman, Finch, &c., carried very great lengths in behalf of purchasers for value without notice—much farther indeed than the Courts would now be disposed to go. We shall notice this when referring to the power of an equitable incumbrancer to protect himself by getting in an outstanding legal estate.

The substantial rule is that the Court does not stir against a purchaser for value without notice. *Basset* v. *Nosworthy* (Finch 102, 2 Wh. & Tu. 3) is the best of the early cases. There the defendant purchased from a devisee; the heir filed a bill alleging that the will had been revoked, and praying discovery, but the defendant pleading purchase for value without notice, the Court allowed the plea. There seems at one time to have been an idea that the defence was good *only* as against the legal title (see Lord Westbury in *Phillips* v. *Phillips*, 10 W. R. 236, 31 L. J. Ch. 326). Conversely it has been argued, and there are cases which support the view, that this defence *cannot* be pleaded as against the legal title. Both these views were wrong.

The first seems to have arisen from a mistaken view of the equitable maxim *Qui prior est tempore, potior est jure*, arguing thence that as between equitable claimants the Court must always leave them to their priority in point of time, whereas the Court only resorts to the test of priority in time when the equities are equal in other respects. The confusion is between equitable claimants at large and parties claiming as equitable incumbrancers. As regards the former, it is a part of the equity that the purchase was made for value without notice; as, for instance, where a sale has been made by collusion or mistake, and the purchaser is afterwards opposed by the injured persons. But as between mere equitable incumbrancers, it is firmly settled that they rank strictly in order of priority in point of time; saving, of course, to each the possibility of squeezing out those before him by getting in the legal estate and "tacking" his incumbrance on to it.

The second of the above views was much pressed in *Attorney-General* v. *Wilkins* (17 Beav. 285), in which the Master of the Rolls, after an elaborate investigation of the authorities, which he pronounced to be contradictory, ruled that the defence is maintainable against the legal estate. "My opinion is," said his Lordship, "that when you once establish that a person is a purchaser for value without notice, this Court will give no assistance against him, but the right must be enforced at law."

But though the defence of purchaser for value without notice can be raised by one equitable claimant against another, or against the legal estate, it is not accurate to say that the Court of Equity will *never* stir against the purchaser for value without notice.

The truth is, this defence is merely a shield, and nothing more (Vice-Chancellor Wood in *Stackhouse* v. *Countess of Jersey*, 9 W. R. 453, 1 J. & H. 730); it is a creature of the Court of Equity, a defence unknown at common law, which is allowed in equity.

Lord Westbury in *Phillips* v. *Phillips* (*supra*) says that there is a distinction between cases in which the Court of Equity is asked under its auxiliary jurisdiction to assist the possessor of a legal title or has under its own peculiar jurisdiction to decide between equitable claimants, and cases in which it exercises a legal jurisdiction concurrently with the courts of law. In the former cases the Court of Equity gives aid only on its own terms, and will not interfere against the purchase without notice. *E.g.*, *Basset* v. *Nosworthy* (*supra*), and *Wallwyn* v. *Lee* (9 Ves. 24), in which, the bill being filed to obtain only the delivery up of deeds from a person with whom they had been pledged, Lord Eldon refused to order him to give them up. In the latter case equity follows the law and ignores the defence of purchaser for value without notice.

Thus, in *Williams* v. *Lambe* (3 Bro. C. C. 264), Lord Thurlow said the defence could not be pleaded to a widow's bill for dower; and in *Collins* v. *Archer* (1 R. & M. 284), Sir John Leach held it no answer to a bill for tithes. This distinction, if well founded, will explain many of the apparently contradictory decisions; contradictions, however, still remain. Thus, in *D'Arcy* v. *Blake* (2 Sch. & Lef. 389), Lord Redesdale ruled that the Court of Equity would not assist a widow to her dower as against a purchaser for value without notice; which was directly contradictory to *Williams* v. *Lambe* (*supra*). In *Colyer* v. *Finch*, 19 Beav. 500, the right of a legal mortgagee to foreclose was resisted by an equitable incumbrancer, on the ground that as he was a purchaser for value without notice, the Court should give no relief as against him. The Master of the Rolls overruled the objection, laying it down that though the Court will not as against a purchaser for value without notice, assist to enforce the legal right; yet where the legal right is clear, and attached to it is an equitable remedy enforceable only in equity, the Court will not refuse to enforce it, even against a purchaser for value without notice. On appeal to the House of Lords (5 H. L. 905) the foreclosure was upheld on another ground—viz., that foreclosure is not relief, but rather a right correlative to the mortgagor's right of redemption; the Master of the Rolls' reasoning was not disapproved of, but as it was invented for a purpose for which it was found unnecessary, it is merely extrajudical.

Lord Westbury seems to us to have hit out the best distinction. We cannot consider his distinction altogether satisfactory, but we prefer it to any other.

It is certainly unfortunate that in such a fundamental doctrine there should still remain room for so much doubt.

It must always be remembered that this defence of purchase for value without notice is *a shield, and nothing more.* Therefore if the subject of litigation be a fund *in medio*, which the Court must award to some one, the Court will award it to the legal title, or whoever has the best right to call for it. This is well pointed out in *Stackhouse* v. *Countess of Jersey* (*supra*).

Very frequently the relief asked against the purchaser has been the delivery up of deeds, and on this point again there has been some contradiction.

In *Joyce* v. *De Moleyns* (2 Jo. & Lat. 274) Lord St. Leonards, when Lord Chancellor of Ireland, considered *Wallwyn* v. *Lee* (*supra*) as conclusively ruling that the Court of Equity will not deprive the purchaser of the deeds. In *Fraser* v. *Jones* (17 L. J. Ch. 253) Lord Cottenham inclined to differ from *Joyce* v. *De Moleyns*, but hesitated to overrule that case, and in the end got out of the difficulty by holding that the purchaser *had notice.* In *Stackhouse* v. *Countess of Jersey* (*supra*) Vice-Chancellor Wood appeared to be of the same opinion as Lord Cranworth. In *Thorpe* v. *Holdsworth* (17 W. R. 394, L. R. 7 Eq. 147) Vice-Chancellor Giffard intimated that were the matter *res integra* he should be of the same opinion, but considered himself bound by the authorities not to order delivery up of the deeds. He, however, ordered them to be produced on a sale by the plaintiffs. In the quite recent case of *Newton* v. *Newton* (17 W. R. 238, L. R. 4 Ch. 144) decided by Lord Hatherley a few weeks after *Thorpe* v. *Holdsworth*, a very reasonable distinction is drawn, and the rule on this branch of the subject may now be taken to be, that while, in accordance with the principle of *Wallwyn* v. *Lee*, the Court will not interfere against the purchaser when the delivery of the deeds is the sole object of the suit; yet when, in consequence of the property contended for being *in medio*, the Court is obliged to award it to someone, the Court will—acting on the principle of *Smith* v. *Chichester* (2 Dr. & War. 402), that the right to the estate confers the possession of the deeds—order them to be given to the claimant who establishes his right to the property.

It is a part of the privilege of purchaser for value without notice, that even after notice he may protect himself by getting in an outstanding legal estate or the like. This branch of the subject is an instance of the lengths to which the doctrine was of old pushed as in favour of the purchaser. Thus, in *Sir John Fagg's case* (cited 1 Vern. 52), it was carried to this length, that Sir John Fagg, being such a purchaser, came into a man's study, and there seeing on the table a statute which would have fallen on the land, stole it, and the Court refused to oust him from the position he so nefariously obtained. The case is but very meagrely reported, but the fact would seem to be that having taken a bad title by misfortune, the Court allowed him to retrieve the misfortune by fraud. As Vice-Chancellor Wood observed in *Carter* v. *Carter*, (3 K. & J. 637)—"It is sufficiently clear that a case to such an extent as that would never be upheld." And in *Culpeper's case* (cited in *Sanders* v. *Deligne*, Freem. Ch., 124), a man bought gavelkind land of the eldest son, without knowledge that it was gavelkind, "and afterwards for a song bought in the titles of the younger brothers who were ignorant of their titles." The Court of Equity refused to relieve them at the purchaser's expense, for that "the purchaser having honestly paid his money without notice, may use what means he can to fortify his title." A purchaser would hardly now-a-days be permitted to employ fraud in order to avoid the defect of which he had originally no notice, but he may clearly avail himself of the most technical defence possible. The Court, however, will not permit this to be done by taking a conveyance from a trustee to the injury of the *cestuis que trust*. The distinction was put very sensibly by Vice-Chancellor Wood in *Carter* v. *Carter* (*supra*) as follows:—"Although you may get in any outstanding legal estate which a person may *bonâ fide* assign to you, you having notice of the intervening incumbrance," (His Honour was speaking of successive equitable incumbrancers) "he not having any such notice, you cannot procure a conveyance from a trustee who himself has an adverse duty to perform, and who by such a conveyance would, in fact, be making over the estate to you, to protect you against the very interests which it was his duty to protect. That is so rational that one wonders the question should have arisen twice."

Within the short space of a single article it is not possible to do more than summarise the main points of the subject, but we must call attention to the principle established in older cases and not since abandoned, that a purchaser who has notice of a claim in equity, if he take from a purchaser without notice, gets the full benefit of the latter's position. "It certainly is the rule of this Court that a man who is a purchaser with notice himself from a person who bought without notice, may shelter himself under the first purchaser, or otherwise it would very much clog the sale of estates" (Lord Hardwicke in *Lowther* v. *Carlton*, 2 Atk. 242).

THE NON-REGULATION PROVINCES OF BRITISH INDIA.

The attention of the English public has been called to the state of the law in what are called the Non-Regulation Provinces of British India by Mr. Broughton's very interesting pamphlet now before us.* By Non-Regulation Provinces are meant provinces acquired by conquest or annexation, which have not been brought under the operation of the General Laws and Regulations in force in British India. These provinces, so far from being "outlying and uncivilised places," as they were described to be by the present able Secretary of State for India in a speech delivered by him not long ago in the House of Lords, constitute by far the greater half of our possessions in India, and include such vast territories as British Burmah, the Central Provinces, the Punjab, and Oudh.

From a period antecedent to the present century up to the year 1833 the Governor-General of India and his Council were invested with the sole power of making Regulations for the Bengal Presidency, and the Governors in Council of Fort St. George and Bombay with a like power with respect to their presidencies respectively. In 1833, by the statute 3 & 4 Will. 4, c. 85, s. 43, the Governor-General in Council alone was authorised to legislate for the whole of India, by making Laws and Regulations which should have the same force as Acts of Parliament, section 40 providing that the Fourth Ordinary Member of the Council of the Governor-General should be appointed from among persons other than servants of the late East India Company, and should not sit or vote in the Council except at meetings thereof for making Laws and Regulations. By virtue of this provision the post of Fourth Member of Council was first filled by the late Lord Macaulay, who again was succeeded by such able lawyers and jurists as Andrew Amos, Charles Hay Cameron, Drinkwater Bethune, and (last, though not least) Sir Barnes Peacock, afterwards Chief Justice of Bengal.

In 1853, however, under the auspices of that eminent statesman the Marquis of Dalhousie, the Legislative Council of the Governor-General was, by the 16 & 17 Vict. c. 85, severed from his Executive Council, the former consisting of the latter with the addition of eight members, of whom six were to be appointed from among the civil servants of the East India Company, and the other two to be the Chief Justice and one of the other judges of the Supreme Court at Calcutta. The six civil

* "Remarks on the Proposal to enable the Governor-General to make Laws for those Provinces without his Legislative Council." By L. P. Delves Broughton, Esq., of Lincoln's-inn, Barrister-at-Law, and late Recorder of Rangoon. Published in Calcutta, 1870.

servants so to be appointed were usually appointed from each of the several presidencies or divisions of presidencies; and thus a dash or flavour of the representative element was for the first time infused into the Legislative Council of India. The Council, as then composed, consisted of no less than three legal members—namely, the Fourth Ordinary Member of the Governor-General's Executive Council (the restriction as to whose sitting or voting in that Council at meetings thereof for the purpose of making Laws and Regulations only having of course been removed), the Chief Justice, and his brother judge—all of them able lawyers, as from their position they might have well been presumed to be, and as indeed they had actually proved themselves to be. Without attempting to eulogise the chief justices and judges of the Supreme Court who in that capacity sat as members of the Legislative Council, the bare mention of their names (Sir Lawrence Peel and Sir James Colvile, both of whom are now members of her Majesty's Privy Council; Sir Charles Jackson, the late President of the Bank of Bombay Commission; Sir Arthur Buller, late M.P. for Liskeard; and Sir Mordaunt Wells) will suffice to convey some notion of the order of men whose assistance the Council was fortunate in thus obtaining. Then, again, the Council was assisted in the drafting of its laws by the legal skill and acumen of the first Clerk of the Council, Sir Walter Morgan, the present able Chief Justice of the North-Western Provinces of India, and afterwards of Macleod Wylie, the failure of whose health was the sole cause of his early retirement and of the consequent loss of his valuable services to the State; and undoubtedly, whatever the cause may have been, the legislation of that time stands unequalled by anything before or since, according to the opinion of those who are best able to judge of such matters, embracing as it did such enactments as the Penal Code, the Codes of Civil and Criminal Procedure, the Bengal rent law and sale law as they are called (constituting in fact the entire law of landlord and tenant for the Bengal Presidency), a comprehensive law of limitation for all India, a law of evidence, the Peace Preservation and Rebellion Suppression Acts (consequent on the late Indian mutiny), and various other Acts too numerous to be mentioned particularly.

The independence of the judges, however, caused the downfall of this Council. Their sin consisted in asking for information having reference to the power of that somewhat obstructive Secretary of State for India, Lord Halifax (then Sir Charles Wood), not only without the consent of his Council, but apparently also in opposition to their opinion, to make wholly unauthorised and certainly very singular grants of public money from the Indian Exchequer to certain prodigal, not to say profligate, native princes. This information was sought for by the judges in order to enable them to legislate intelligently, and because they felt themselves in duty bound to ask for it at a time when the Council had been called upon to pass Acts empowering the Government to levy new and heavy taxes on the people. So inconvenient was it found to supply the information, and so little grateful apparently was the Secretary of State to the judges for having pointed out the illegality of his proceedings in connection with those grants, that he brought in a bill which, while it deprived the judges of their legislative powers, did not scruple to legalise *ex post facto* all his illegal grants. The distinctive feature of this bill (which was passed into law in 1861, and stands in the Statute Book as the 24 & 25 Vict. c. 67) was to divide the Legislative Council of India into four separate Legislatures, one for each of the three presidencies, and the fourth being what is known as the Imperial Legislative Council or the Legislative Council of the Governor-General, and having power not only to legislate for the whole of India on matters not purely local, political, or fiscal, but also having sole power to legislate for the courts of justice established by Royal charter. The constitution of the new Councils (apart from the question of decentralisation) is one of the greatest anomalies in modern times. Being professedly a Legislative Council, one would think that it should have been strong, or at least not weak, in at all events the legal element. But on reference to section 3 of the statute which relates to the Legislative Council of the Governor-General, it will be seen that authority is given to the Governor-General to nominate not less than six nor more than twelve additional councillors (*i.e.*, in addition to the members of the Executive Council), of whom not less than one-half should not be in the civil or military service of the Crown in India. This authority has usually been exercised by the Governor-General in the nomination of two gentlemen of the mercantile community in Calcutta, one official for each presidency, and two natives who seldom or never take part in the proceedings of the Council, and who indeed have sometimes happened to be independent native princes, *aliens* in short. While, therefore, the representative element has expanded, the legal element has been dwarfed by the elimination of the judges; and practically, since the passing of the 24 & 25 Vict. c. 67, the gentleman corresponding to what was formerly called the Fourth Ordinary Member of the Council of the Governor-General has been the *only* legal member of the new and enlarged (so-called) Legislative Council. Fortunately for the Council the post of legal member has been successively held by such distinguished lawyers as William Ritchie, Henry Sumner Maine, and FitzJames Stephen, who again have been assisted by able secretaries like Macleod Wylie, Arthur Macpherson (now one of the judges of the High Court of Calcutta), Charles Boulnois (now Chief Judge of the Chief Court in Oudh), and the present able incumbent of that office, Whitley Stokes, not only well-known here as the author of many valuable legal treatises, and as one of the most promising conveyancers of his day, but whose antiquarian reputation is world-wide. Although, however, the fortunate possession by the Council of an able member and secretary has gone far to cure the great defect in its constitution, still their ability cannot remove the anomaly to which we have referred, and the fact remains as patent as ever that the real work of the Council is done by those two officials alone.

This, therefore, until lately, was the body in whom was vested the power of legislating for the Non-Regulation Provinces. Previously to 1861 the Executive Government (without the intervention of the Legislative Council) legislated for these provinces. But since the passing of the 24 & 25 Vict. c. 77, no legislative power exists in India which is not derived from that statute. To prevent, however, a wholesale cancellation of essentially legislative rules, section 25 gave the force of law to all rules made previously for Non-Regulation Provinces by the then constituted authorities, thus suddenly establishing as law a heterogeneous mass of rules which were so dubiously expressed that (according to Mr. Maine) "the difficulty of ascertaining what is law and what is not, in the former Non-Regulation Provinces, is really incredible." "The necessity for authoritatively declaring rules of this kind" (adds Mr. Maine), "for putting them into precise language, for amending them when their policy is doubted, or when, tried by the severer judicial tests now applied to them, they give different results from those intended by their authors, is among the most imperative causes of legislation."

By a bill which was introduced into the House of Lords last year by the Secretary of State for India it was proposed to invest the Governor-General, acting without his Legislative Council, with the power of passing laws for the Non-Regulation Provinces in India; and it is this proposal which has given rise to Mr. Broughton's remarks as contained in the pamphlet now under review. Although the bill has since passed into law, it may not be out of place to consider the objections which Mr. Broughton has urged to the then proposed measure. These objections may be best stated briefly as follows, in Mr. Broughton's own words:—"I shall show that the law in Non-Regulation Provinces is in a state of

extreme complication and uncertainty, traceable to a want of publicity, and to the assumption of legislative powers by those to whom such powers were never given; that from want of sufficient consideration the legislative authority has been led into errors in making laws which must have a most prejudicial effect upon private rights, upon the progress of the country, and upon the welfare of its inhabitants; that the Government of India has not the means of obtaining information upon which to base legislation for the Non-Regulation Provinces; and, therefore, that, instead of dispensing with a legislative body in dealing with these important provinces, it would be more proper to increase its strength, and to provide in each province a staff of law officers, such as now exists in the presidencies, whose duty it would be to keep the Government informed not only of existing facts, but of their bearing upon the local laws."

That the law in the Non-Regulation Provinces is extremely complicated and uncertain is clear from Mr. Maine's own opinion which we have above cited. That the Governor-General should dispense with the assistance of his Legislative Council in legislating for these provinces we would look upon as purely and simply a retrogade measure, and, if anything, as more objectionable even than the present anomalous constitution of that Council arising from the inadequate number of legal members in it. As to the necessity of strengthening the Council, at least in its legal element, we need not add to what we have already urged upon that point. Lastly, with regard to the proposition that there should be in each province, as there is at each of the three presidencies, a proper staff of law officers to advise the Government upon all matters upon which legislation may be found necessary, this is after all a mere matter of £ s. d. Whether the Government will or can entertain such a proposition must, we apprehend, depend upon its financial condition. We trust, however, that purely economic considerations (sometimes another name for parsimony) will not be permitted to stand in the way of so great a *desideratum*, not to say necessity, as Mr. Broughton has clearly and satisfactorily established.

RECENT DECISIONS.

EQUITY.

Resulting Trusts.

Bird v. *Harris*, V.C.J., 18 W. R. 375, L. R. 9 Eq. 204.

Where there is a devise upon trust for particular purposes which do not exhaust the whole beneficial interest, the surplus shall be a resulting trust for the heir-at-law: *Hill* v. *Bishop of London*, 1 Atk. 618. Where, however, the devise is not upon trust for, but subject to and charged with, particular purposes, the devisee shall take the surplus beneficially. *King* v. *Denison*, 1 V. & B. 260, where the devise was in fee subject to and chargeable with annuities, and Lord Eldon decided that the devisee took beneficially, is perhaps the leading case on this subject. As a general rule, therefore, where property is given subject to or charged with the performance of a duty, there is no resulting trust of the surplus for the persons who would be entitled in case of intestacy. This we say is the general rule, but there may be a context in the will that will give the words "subject and chargeable," or their equivalents, some other meaning.

In the case before us property was given to the executors "in and for the consideration" of paying the rents to A. for life. The Court held that these words meant "for the purpose of," and that when the purpose was fulfilled, there was a resulting trust of the *corpus* for the heir-at-law and the next of kin. The will, it should be observed, was rather informal, and had been drawn by the testator's medical attendant.

The case resembled *Barrs* v. *Fewkes* (13 W. R. 987), where the residue was given to the executor "to enable him to carry into effect the purpose of the will"; and the Court held that there was a resulting trust. The fact that the gift was to the executor was probably an element in the determination of both cases. In *Dawson* v. *Clarke* (15 Ves. 409), both "trust" and "charge" occurred, and Lord Eldon, from the context, concluded that the surplus was given beneficially, the burden of proof being on those who asserted the existence of a trust to show that the intention was to create a trust.

The Writ of Prohibition.

Ex parte John Batemam, V. C. J., 18 W. R. 425.

Where an inferior court is assuming a jurisdiction which does not belong to it the proper course for the party aggrieved is to sue out the writ of prohibition. The practice is settled by 1 Will. 4. c. 21, which provides that applications for the writ may be made upon affidavit only, rendering unnecessary the suggestion which, under the old practice, had to be entered as of record, containing a statement of the facts upon which the writ was asked for.

The Court of Queen's Bench is the proper origin of the writ; it being the function of that Court to limit the jurisdiction of all other courts (*Company of Horner's case*, 2 Roll. Rep. 471) except, of course, the Court of Chancery. At the present day, prohibitions issue to inferior ccurts from all those courts at Westminster indiscriminately. Since the passing of 13 & 14 Vict. c. 61, any judge of the courts of common law has been enabled (section 22) to hear applications for the writ in vacation as well as in term. Formerly the writ was issued only in term, and hence the practice of applying to the Court of Chancery for the writ in vacation (*Anon*, 1 P. Wms. 476). By analogy, the Court of Chancery used to grant the writ of *habeas corpus* when the courts of common law were not sitting (*Crowley's case*, 2 Swanst. 1; see Hale's "Pleas of the Crown," vol. 2, 147). It is now the ordinary practice for a judge of the Court of Chancery to grant a prohibition at any time, under the common law jurisdiction of the Court (*Re Foster*, 6 W. R. 448).

The prohibition in the case before us issued to a Spiritual Court, to restrain it from trying the right to a pew in a parish church. Questions like this are in general within the jurisdiction of the local Spiritual Court; but in the present case the right to the pew was claimed by prescription, and in such cases it is well settled that prohibition will go to the Spiritual Court, which is incompetent to deal with the points of law involved in a claim of such a character (Com. Dig. tit. "Eglise" G. III.).

Application for the writ may, it seems, be made *ex parte*, and will be granted on proper evidence, reserving to the parties affected liberty to move to dissolve the order: *Re Magor* (Turn. & Russ. 314), where the form of the writ will be found, p. 316. The Vice-Chancellor followed this precedent, though to have made an order *nisi* would, in his opinion, have been the preferable course.

COMMON LAW.

Inspection of Documents—14 & 15 Vict. c. 99, s. 6—Practice.

Cossy v. *The London, Brighton, and South Coast Railway Company*, 18 W. R. 493.

Woolly v. *The North London Railway Company* (17 W. R. 797) laid down the rule that reports made in the ordinary course of business or in the usual discharge of duty by one officer of a company to another officer or to the board of directors are not privileged from inspection under 14 & 15 Vict. c. 99, s. 6, whether made before or after litigation, and whether containing matters of fact or of opinion. If, however, reports are obtained confidentially from the officers of a company or from other persons concerning evidence or opinions with a view to litigation they are privileged, and the other party in the action is not entitled to inspect them.

Cossy v. *The London, Brighton, and South Coast Railway Company* follows this decision, and it was also held that reports obtained by the defendants with a view to expected litigation were privileged, although no action had been commenced, or even formally threatened. The chief importance of *Cossy* v. *The London, Brighton, and South Coast Railway Company* is that it explains *Baker* v. *The London, Brighton, and South Coast Railway Company* (16 W. R. 126), a case which has given rise to some discussion.

In *Baker's case* the action was by executors for damages for the death of the testator, caused by an accident upon the defendants' railway. The defendants pleaded not guilty, and also that the testator had received £75 as accord and satisfaction for the cause of action. The defendants had sent a clerk and their medical officer to see the testator, and to negotiate with him as to a settlement of his claim. Ultimately, through these negotiations, the testator accepted £75 by way of compensation, as was alleged, for his injuries, and he died soon afterwards. In the action that followed, the Court allowed the executors to have inspection of reports made by the clerk and the medical officer to the defendants concerning the negotiations with the testator.

It has been sometimes suggested that this decision is inconsistent with the rule which exempts from liability to inspection communications made with a view to litigation. In *Cossy's case*, however, the true ground of the judgment in *Baker's case* is explained to be that the reports in *Baker's case* were not simply reports for the information of the defendants, but were evidence of an agreement between the testator and the defendants for the settlement of the testator's claim. In order to establish the plea of accord and satisfaction, the defendants must have relied on the communications between their agents and the testator, and inspection of the reports of those agents was allowed because such reports would be evidence of that agreement. On this ground *Baker's case* is distinguishable from most other cases where the rule as to privileged communications of this kind has been discussed. It should also be noticed that as the testator had died the plaintiffs might be without evidence to contradict the defendants' plea of accord and satisfaction.

As a matter of fact, there was a replication in *Baker's case* of fraud, although this is not stated in the reports of the case. The Court in *Cossy's case*, in distinguishing that decision from *Baker's case*, rely on this replication of fraud, of which they were informed by counsel during the argument. We believe that in fact the replication of fraud was added under a judge's order after the decision as to the inspection of the reports, and, therefore, it did not influence the judgment of the court as to that inspection. The decision in *Baker's case*, seems, however, to be quite clear on the ground we first mentioned, and is quite reconcileable with the other decisions on the subject.

REVIEWS.

Hints to the Clergy in respect to Life Assurance. By the Rev. John Hodgson, M.A., Secretary to the Clergy Mutual Assurance Society. London: Nichols & Sons.

This pamphlet is penned by the secretary of the Clergy Mutual Assurance Society to congratulate his clerical brethren on the success of the society in question and to recommend it still further to their favour. Mr. Hodgson says, statistics prove that clergymen on the average live longer than laymen, and has constructed a "Clergy Experience Table" from which he quotes to the effect that 500 clergymen will live 900 years longer than 500 laymen, and Mr. Hodgson's argument is that it is on this account the interest of the cloth to insure with a society restricted in the main to their profession. Mr. Hodgson is a case in point; he is now eighty-two and has been insured forty years in the society he now advocates. He refers to various statistics of which the reader may judge for himself, since this subject is foreign to our scope.

Upon the recently popular topic of insurance commissions Mr. Hodgson makes an observation to which we must take exception. In the course of his strenuous invitation to his brethren to patronise the society of which he is one of the founders, Mr. Hodgson says—"Again, many, I may say most, clergymen being about to be married assure their lives for the purpose of a marriage settlement; and whenever this is the case, unless a clergyman gives directions specially to the contrary, his solicitor will, as is usual, recommend him to make his life assurance in an office which will pay him (the solicitor) a handsome commission for so doing."

Now, a solicitor asked to recommend an office to his client, might or might not recommend one which would pay him (the solicitor) a handsome commission, but we are quite sure that, taking, as Mr. Hodgson professes to do in his statistics, the average, the solicitor would not recommend any office unless he felt he could do so conscientiously. If Mr. Hodgson's argument is good for anything, it seems that the man of law would choose an inferior office for the sake of his own emolument, which we feel assured he would *not*. It is not becoming in a clergyman to speak evil lightly of another profession, not even that "good may come."

English Law and Irish Tenure. By Frederick Waymouth Gibbs, C.B., Barrister-at-Law. London: Ridgway.

This is an interesting and thoughtfully-written pamphlet on the great question of the day. Mr. Gibbs' view is that the law which answers well in England fails in Ireland, because not there supplemented by the usages which prevail in England. For remedy he prefers the extension of tenant right to compulsory leases, "not doubting that the introduction of leases is the goal to be aimed at, but doubting the wisdom of forcing leases on the country." He therefore supports the legislation proposed by the Government Bill of this session, both in its compensation and purchase provisions. Mr. Gibbs has gone well, but not tediously, into the history of Irish tenures and the attempts made at legislative remedies; and we can recommend this pamphlet to those who desire to see in a small compass the leading facts of the question.

COURTS.

COURT OF BANKRUPTCY.

Lincoln's-Inn Fields.

(Before the Chief Judge.)

April 20.—*Re Born.*

Bankruptcy Act, 1869, *ss.* 125 *and* 126—*Rule* 260—*Injunction to restrain proceedings—Joint debt.*

The debtor in this case had carried on business jointly with one Puzey. He had filed a petition for liquidation under the 425th and 126th sections of the Bankruptcy Act, 1869; and application was now made on his behalf under the 260th of the new rules for an injunction restraining certain creditors from taking any further proceedings in the actions brought by them against him.

Mr. Rosher (solicitor), in support of the application.

Nicholson, for one of the creditors at whose suit an action was pending, pointed out that the debt in respect to which the action had been brought was a joint debt due from the debtor and Puzey. The writ had been served upon the debtor alone, Puzey being out of the way, and it was contended that the Court ought not to stay an action against the two jointly, otherwise the creditor's right against Puzey would be prejudiced.

The Chief Judge said that if the parties were joint debtors it was impossible that the proceedings could be stayed upon a petition by one debtor alone.

Mr. Rosher said that, under existing circumstances, the debtor Puzey could not make the application. He stated that the partnership between the parties had been dissolved, and he only asked for an order restraining the proceedings as against the one debtor.

The Chief Judge.—I am asked to make an order restraining the proceedings against one debtor, who is admitted to be jointly indebted with another. That is unreasonable and unjust; the debt cannot be severed or divided. The application must be refused, but without costs.

Solicitor for the creditor, *A. Watson.*

Re Groyun.

Bankruptcy Act, 1869, *ss.* 125 & 126—*Inaccuracy of list of creditors—Practice.*

Mr. Dalton Miller (solicitor), for the debtor, who had filed a petition for liquidation, applied for the direction of the Court upon the refusal of Mr. Keene to register a resolution of creditors come to at a meeting appointed for that purpose.

It appeared that, in consequence of an inadvertence, the names of some four of the creditors of the debtor had been omitted from the list, but the error had been rectified to some extent by notice being served upon them by the solicitor; and it was alleged that two of the creditors whose names had been omitted attended the meeting and proved their debts, and that the other two had declined to take any trouble in the matter or to prove their debts.

Mr. Miller applied for leave to register the resolution, notwithstanding that the three days allowed by the rules for that purpose had expired, the same having been lodged in due time, with leave to amend the accounts; or, in the alternative, for the appointment of another meeting of the creditors. He stated that when the resolution was laid before the registrar he declined to receive it on the ground that notice had not been given by the proper officer of the first meeting of creditors, and he referred the debtor to this Court. He cited *Re Rogers*, 14 *Sol. Jour*, 453.

The CHIEF JUDGE said the debtor must follow the practice indicated by the case cited, and give proper notices before he could hold a valid meeting or base upon it any valid resolution of creditors. It would be a mischievous thing to introduce the loose practice of giving notice by any person other than the proper officer for that purpose. An amended list of creditors must be furnished to the registrar, and, that being done, the notices would be given and the meeting held. Then the proceedings would go on in proper form.

Order accordingly.

COUNTY COURTS.

GREENWICH.

(Before R. J. CUST, Esq., Deputy Judge.)

April 6, 13.—*Sims* v. *Cowan.*

Church Building Acts—Parish Clerk's Fees.

The parish clerk of the mother church is entitled to receive the clerk's fees on marriages solemnised in a district chapelry.

This was an action brought by the parish clerk of the parish of Greenwich against the vicar of the district chapelry of St. John the Evangelist in the same parish to recover the clerk's fees on certain marriages which had been solemnised in the district chapelry.

The vicar admitted having received the fees in question, but disputed the right of the plaintiff to take them, on the ground that by the formation of the district chapelry the fees had been transferred to the clerk of the district chapelry. The statutes on which the question turned are fully stated in the judgment.

The plaintiff appeared in person.

Mr. James, for the defendant, put in the Order in Council dated 30th January, 1868, by which the district chapelry was constituted.

April 13.—Mr. CUST.—The plaintiff in this case is the parish clerk of St. Alphege, Greenwich, and he sues the defendant, who is the minister of the district chapelry of St. John the Evangelist, at Blackheath, in the same parish, for the sum of £3 19s. 6d., being the amount of certain fees received by the defendant on behalf or for the use of the clerk of the above named district chapelry in respect of marriages solemnised in the church of St. John the Evangelist between the 2nd of April, 1868, and the 31st December, 1869. The action is brought to try the right of the plaintiff to receive the customary clerk's fees on marriages solemnised within the district chapelry, and it is admitted for the purposes of the action that the fees claimed have been actually received by defendant. It is also admitted that the fees in question are the usual fees which the clerk of St. Alphege has always been entitled to in respect of marriages solemnised in that parish. Unless, therefore, it can be shown that the right to receive these fees has been extinguished or transferred to some other person, that right will remain vested in the plaintiff. The district chapelry of St. John the Evangelist is a new district formed out of the parish of St. Alphege by an Order in Council dated the 30th of January, 1868, and expressed to be made in pursuance of the statutes 59 Geo. 3, c. 134, 2 & 3 Vict. c. 49, and 19 & 20 Vict. c. 25. The above Order in Council, after reciting a representation by the Ecclesiastical Commissioners that it would be expedient that a certain part of the parish of St. Alphege should be assigned as a district chapelry to the church of St. John the Evangelist, and that it would be expedient that banns should be published, and that marriages, baptisms, and christenings should be solemnised or performed in such church, and that the fees to be received in respect of the publication of such banns and of the solemnisation or performance of the said offices should be paid and belong to the same church for the time being, her Majesty was pleased to ratify the same representation and to order and direct that the same should be effectual in law from the time when the said Order should be published in the *London Gazette*. The above Order was duly published in the *London Gazette* on the 31st January, 1868, and the marriages in respect of which the fees now claimed have been received have been solemnised since that date. The queston, therefore, is whether the effect of the above Order in Council has been to take away from the plaintiff the right to receive the fees in question. The Order in Council is founded upon and derives its validity from the statutes therein recited, of which the only one which is material to the present question is the statute of 59 Geo. 3, c. 134, passed in the year 1819, to amend and enlarge the provisions of the statute 58 Geo. 3, c. 45, passed in the preceding year. The above Acts provided three modes by which populous parishes might be divided. Under the 16th section of the Act of 1818, the parish might be divided into two or more distinct and independent parishes, in which case the tithes were appropriated between the two ministers. Under the 21st section of the same Act a parish might be divided into ecclesiastical districts, to be called district parishes, in which case the tithes remained with the incumbent of the mother church, and under the 16th section of the Act of 1819 a portion of a parish might be assigned to a church or chapel, in which case it was to be called a district chapelry, and served by a curate, but subject to the control of the incumbent of the mother church. In the two former cases the minister's fees were transferred, subject to existing interests, to the incumbents of the new division or district. In the third case it is provided by the 16th section of the Act of 1819 that the Commissioners shall determine whether any and what part of the fees shall be assigned to the curate of the district chapelry. The above provisions relate only to the minister's fees. It is, however, provided by the 10th section of the Act of 1819 that when "a parish shall be divided under the provisions of the said recited Act, or this Act, all fees, dues, profits, and emoluments belonging to the parish clerk or sexton respectively of any such parish, whether by prescription, usage, or otherwise, which shall thereafter arise in any district or division of any parish divided under the provisions of the said recited Acts, shall belong to and be recoverable by the clerks and sextons respectively of each of the divisions respectively of the parish to which they shall be assigned in like manner, in every respect, and after the same rates, as they were before recoverable by the clerk and sexton of the original parish." The above section, however, only applies to cases where a parish has been divided under the provisions of one of the above Acts, and the fees referred to are described as the fees to arise in the district or division of the divided parish. The fees in the present case arise in a district chapelry formed under the 16th section of the Act of 1819. The question is whether the 10th section of the Act of 1819 extends to the case of such district chapelries. I think it does not. The district chapelry was not intended to be a division or independent district, but was to remain subject to the control of the incumbent of the mother church, and to be served by his curate, who was to receive only such part of the fees as the Commissioners should assign to him. As, therefore, the curate of the district chapelry was not intended to receive the minister's fees except so far as they might be allowed to him, and no provision was made for the allotment of the clerk's fees, it must be presumed that the Legislature did not intend to deal with the clerk's fees in such cases. It was not intended to give to the minister of the district chapelry any independent existence, and it is not probable, therefore, that the clerk would be placed in a better position. The position of the minister of a district chapelry, formed under the 10th section of the Act of 1819, has been much improved by some of the recent Church Building Acts; but so far as I can ascertain by examining the Acts there are no provisions giving the clerks of district chapel-

ries any right to fees. The statute 7 & 8 Vict., c. 70, s. 10, contains certain provisions as to clerk's fees in the case of consolidated chapelries formed under 6th section of the Act of 1819, but these consolidated chapelries are wholly distinct from district chapelries, like the one now under consideration. I may mention here that the statute 19 & 20 Vict., c. 104, s. 12, which was cited by the plaintiff, has reference only to districts formed under the Acts known as Lord Blandford's Acts, and has no operation in respect of districts formed like the present one under the Church Building Act. A question very similar to the present came under the consideration of the Court of Exchequer in the case of *Roberts* v. *Aulton*, 2 H. & N. 432, in which the Court adopted the above construction of the 10th section of the Act of 1819; and I am therefore able to refer to the above case as an authority for my decision. As, therefore, it is conceded that but for some statutory enactment to the contrary the plaintiff would have been entitled to the fees now claimed, and it does not appear that they have been by any statutory enactment either extinguished or transferred to any other person, I must hold that the right to receive them remains in the plaintiff, and that he is entitled to judgment for the amount claimed.

WEST INDIAN INCUMBERED ESTATES COURT.

WESTMINSTER.

(Before Mr. FLEMING, Q.C., and Mr. CUST, Commissioners.)

Dec. 3, Feb. 25.—*Re Eales; Ex parte Eales. The Longville Estate.*

A mortgagee who succeeds to a moiety of the estate as heir-at-law may retain his status of mortgagee as against subsequent incumbrancers.

In this case, the Longville estate, in the Island of Jamaica, containing 2,000 acres, with the live and dead stock thereon, had been sold under an order of the Commissioners for £1,820, and the schedule of incumbrances now came on for settlement. The estate formerly belonged to Christopher Thomas Eales, who, on the 19th of May, 1865, mortgaged it to John Roberts to secure £900. In April, 1866, Roberts having become embarassed, made an assignment for the benefit of his creditors; and, on the 22nd of December, 1865, the above mortgage was assigned by Roberts' trustees to Christopher Eales, father of the above-named Christopher Thomas Eales.

On the 27th of June, 1865, Christopher Thomas Eales conveyed one moiety of the estate to George Turland; and on the 2nd of December, 1866, he died, leaving his father, Christopher Eales, his heir-at-law under the Jamaica statute, 3 Vict. c. 34.

Christopher Thomas Eales died in Jamaica, his father, Christopher Eales, being at that time in London, and the news of the death of Christopher Thomas Eales did not reach his father until after the date of the assignment of the mortgage. Christopher Eales took possession of the estate immediately after the date of the assignment, and expended considerable sums in its cultivation and management; and he claimed to hold the estate as mortgagee and to add the amount he expended to his mortgage. Two adverse claims had been filed, one by William Drummond Jones, who claimed as consignee, and one by William Samuel Paine, who claimed as a mortgagee of forty head of cattle, but Paine's mortgage was subsequent in date to that of Christopher Eales.

It was objected that the position of Christopher Eales as being owner of a moiety of the estate precluded him from charging against subsequent incumbrancers anything beyond the principal and interest due on his mortgage.

Archibald Smith, for Christopher Eales, contended that the accident of his being, by the death of his son, become heir to one-half of the estate, that circumstance not being known to him at the date of the transfer, did not deprive him of the rights of a mortgagee in possession, and that he was entitled to adopt whichever position he found most beneficial to himself. He cited *Toulmin* v. *Steere*, 3 Mer. 210; *Davis* v. *Barrett*, 14 Beav. 542; *Richards* v. *Richards*, Johns. 754; *Otter* v. *Lord Vaux*, 6 D. M. & G. 634. He disputed the claim of Jones, the consignee, on the ground that there was another consignee acting at the same time.

G. S. Airey, for Jones, the consignee.

Smith Guscotte and *Wadham*, for Paine, the second mortgagee.

Mr. FLEMING, Chief Commissioner.—I reserved my judgment in this matter in order more fully to consider the various points so ably and fully urged by Mr. Archibald Smith, but such further consideration has only tended to confirm the views which I entertained at the hearing, and to satisfy me that Mr. Jones, as the last consignee, ought to be placed at the head of the incumbrancers. Mr. Archibald Smith did not reopen the question so often debated in this Court, and he admitted the general right of a consignee to priority over ordinary incumbrancers, but he denied that Mr. Jones was a consignee, or at least such a consignee as to entitle him to priority. Mr. Jones claimed to have acted as consignee in the year 1866, and sought to be placed on the schedule in regard to the balance due upon his accounts for that year. Mr. Archibald Smith, for the petitioner, contested his title upon two grounds: first, that Mr. Roberts was consignee until his bankruptcy in April, 1866, and that there could not be two consignees of the same estate; and secondly that Mr. Roberts' mortgage deed contained a provision by which the owner agreed to consign all the sugar grown on the plantation to him. There was no evidence before the Court to show that any moneys were supplied for the estate by Mr. Roberts during the three first months of 1866, although I was informed that the petitioner was in a position to establish that some payments had been made. I, however, considered it unnecessary to give evidence of that fact, as my decision could not be affected by it. I do not upon principle see any objection to two persons acting as consignees of the same estate at the same time, and the case of *Simond* v. *Hibert* (1 R. & M. 719) establishes that there is no objection in law. In fact, cases might arise in which it would be absolutely necessary to employ two consignees, as if the acting consignee became from embarrassments unable to furnish the supplies, the cultivation of the plantation could not be continued unless another consignee were employed; and I must say, considering that Mr. Roberts failed in April, 1866, something of the kind appears to me to have occurred in the present case, even if some payments were made early in 1866, as it is highly improbable that Mr. Roberts, on the eve of bankruptcy, could be in a position to furnish the necessary supplies, or that Mr. Eales would, without ample cause, have sought the aid of a fresh consignee.

Mr. Archibald Smith urged that many frauds might be carried on if the contemporaneous employment of two consignees were allowed. Such no doubt might be the result, and when a case of that description arises we must deal with it, but we are not to presume fraud; and no fraud is alleged on the present occasion. I think, therefore, on the authority of *Simond* v. *Hibert*, and the practice of this Court, that Mr. Jones is entitled to priority in respect of so much of his debt as arose in and after April, 1866; and in regard to so much of his debt as arose been January and April to stand rateably with the petitioner as to any sum which the petitioner can prove to be due to the estate of Mr. Roberts for the advances beyond his receipts which he made during those three months; and if no sum be found due to the estate of Mr. Roberts on account of transactions during that time, then to priority for the whole of his debt.

The covenant in the mortgage deed was the personal covenant of the mortgagor, and there can be no doubt that it might have been enforced against him, and that previously to Mr. Roberts' bankruptcy Mr. Roberts might have restrained the mortgagor from making consignments to any other person, but the covenant did not bind the estate, did not prevent a stranger from acting as consignee, nor prejudice his rights, as against the estate, for the supplies which were necessary for the maintenance and upholding of the estate, and in my opinion it cannot affect the rights of Mr. Jones. Similar covenants are usual in mortgages of West Indian estates, but this Court has not allowed them to destroy the claims of consignees, unless fraud or special circumstances were established against the consignee. Therefore on neither ground urged by Mr. Archibald Smith can I refuse to give effect to Mr. Jones' claim.

With regard to the question as to the second mortgage upon the live stock I am clearly of opinion that it cannot be supported as against the prior mortgagee. The second mortgage was made nearly five years before the sale, and was a mortgage affecting forty head of cattle all then living and marked with a particular brand, and giving no right as against their progeny, nor as against any cattle substituted for them. No evidence is before us to show that any of the forty were living at the time of the sale, or were included in the ninety cattle sold with the estate; nor if there were, as each animal sold, varied in value from the other, do I see any

means by which it would be possible for this Court to apportion the purchase money. Irrespective, however, of this very serious difficulty in the way of the second mortgagee, I think that he has no equity against the first mortgagee. So long as any portion of the debt and costs due to the first mortgagee, or of the moneys properly expended by him in the maintenance and cultivation of the estate remains undischarged, a second mortgagee has no equity. His equity to marshal lies not against the prior mortgagee but against those who have title to the property left untouched when that mortgagee realised his mortgage security. So long as any part of the debt due to the first mortgagee remains unpaid the equity which allows marshalling in favour of a second mortgagee does not arise. It was not disputed before me that the petitioner held the estate as mortgagee, and not as heir to his deceased son. It is clear, I think, upon the evidence that he elected to take as mortgagee. It was his interest to hold under that title, and the cases quoted by Mr. Archibald Smith appear to establish that he was entitled to insist upon his right to make the election, and he has petitioned this Court as mortgagee. It is, therefore, my opinion that the petitioner is entitled to charge against the estate not only the mortgage debt, interest, and costs, but also all sums properly expended by him as the mortgagee in possession of a West Indian estate, and it must be referred to chambers, if the parties differ, to take the petitioner's accounts upon the footing of this declaration.

I shall therefore direct that, as between Mr. Jones and the petitioner, Mr. Jones be placed in priority on the schedule; and as between the petitioner and Mr. Paine, that the petitioner be placed in priority in respect of all sums due to him for principal, interest, and costs on his mortgage security, and for all sums properly disbursed by him for the cultivation and maintenance of the plantation whilst he was mortgagee in possession. If after taking the accounts and paying all the charges upon the schedule prior to the petitioner's debt, it shall appear that any balance of the purchase-money remains, I shall reserve liberty to Mr. Paine, should he be so advised, to again bring forward his claim. I now merely decide that the first mortgagee is entitled to priority over him in regard to all the sums in respect of which I direct him to be placed on the schedule.

APPOINTMENTS.

Mr. John Archibald Russell, Q.C., Judge of the Manchester County Court, has been appointed a magistrate for the county of Lancaster. Mr. Russell, who was born in 1816, was educated at the University of Glasgow, where he graduated B.A. in 1835, and LL.B. in 1851; he was called to the bar at Gray's-inn in November, 1841, and was appointed a Queen's Counsel in February, 1868, being soon afterwards elected a bencher of Gray's-inn. While practising at the bar, he was a member of the Northern Circuit, and was appointed Solicitor-General for the County Palatine of Durham in May, 1862. In May, 1865, he was nominated Recorder of Bolton, which office he held till March, 1869, when he was appointed to succeed the late Mr. Ovens as Judge of the Manchester County Court, when he also resigned the Solicitor-Generalship of Durham.

Mr. James Bryce, barrister-at-law, of the Northern Circuit, has been appointed Regius Professor of Civil Law in the University of Oxford, in succession to Sir Travers Twiss, Queen's Advocate, resigned, having held the professorship since 1860. Mr. Bryce was originally a scholar of Trinity College, Oxford. In 1861 he gained one of the Gaisford prizes for Greek verse, his poem being entitled "The May Queen." In 1862 he graduated B.A. at Oriel College, of which institution he afterwards became a fellow, and in that year received the Chancellor's prize for the Latin essay. He also received the prize for the Arnold historical essay in 1863, the subject being "The Holy Roman Empire." Mr. Bryce was elected Vinerian Law Scholar in December, 1861, and Craven Scholar in 1862. He was called to the bar at Lincoln's-inn in June, 1867.

Mr. Henry Meredith Plowden, barrister-at-law, has been appointed by the Viceroy of India to officiate as Advocate and Legal Adviser to the Government of the Punjaub; while Mr. H. S. Cunningham acts for Mr. Boulnois as Judge of the Chief Court at Lahore. Mr. Plowden was called to the bar at Lincoln's-inn in June, 1866.

Mr. John Luskey Coad, solicitor, of Liskeard, Cornwall, has been appointed Deputy Coroner for the Liskeard District, and the appointment has been approved by the Lord Chancellor. Mr. Coad's certificate as a solicitor dates from Hilary Term, 1850.

Mr. John Parkinson Finch, of Barnstaple, Devon, has been appointed a Perpetual Commissioner for taking the acknowledgments of deeds by married women in and for the county of Devon.

GENERAL CORRESPONDENCE.

The Land Transfer Bill.

Sir,—In considering the Lord Chancellor's bill for conveyancing reform, it should be distinctly understood what it is that the public wants. Is it indefeasibility of title, or is it better security against secret conveyances, or is it simply increased facility of transfer? The whole profession, I think, will agree that it is the last of the three that is really wanted, and that the other two, although they might not be rejected, were they to be had for the asking, are looked upon really with great indifference.

I believe with you, Sir, that the remedy required is not to be found in the Lord Chancellor's bill, nor do I think myself that it will be found in any system of registration whatever, even though there be a "Master of Registry" to conduct the proceedings.

If I were myself the Lord Chancellor, with the weight of a powerful Government at my back, what I should propose, I think, would be something as follows:—

1st. I would compulsorily abolish all copyhold tenure.

2ndly. Without waiting for the Digest Commissioners, I would have prepared at once a code of conveyancing, or perhaps I should say of real property law.

3rdly. I would urge the use of precedents such as we see employed by the lawyers of other countries—notably perhaps the French—which are concise, if I mistake not, both because the language employed is terse and to the point, and because a well-arranged code of law supplies what would otherwise have to be expressed in the deed.

When we consider that long drafts lead to long copies—to long perusals—to long engrossments—to long abstracts of title—to long fees to counsel, and so on to long drafts again, we may easily see one reason at least why conveyancing is dear, and how it is to be cheapened. E. S.

The Temple Church.

Sir,—Could the shade of Charles Lamb revisit the scenes of his earlier years and see the upheaving of the Temple Gardens, the gorgeous building which now replaces the simple hall where the Inner Templars were wont to dine, and the other changes which time and progress (have our teachers actually become infected with it?) have produced, I am afraid he would not have been content with the mild rebuke which he administered to those who had removed his favourite winged horse and the frescoes from the end of Old Paper-buildings. However, the requirements of the times may have rendered necessary the changes which are now going forward, although it may occur to unsophisticated observers that a portion of the enormous sum spent in the rebuilding of the Hall might not inappropriately have been disposed in providing chamber accommodation for the numbers of members unable to find a place to put their heads into. But a Vandal has been at work in the Temple Church, and let us have no mercy upon him. In that church, to which no more appropriate epithets could be applied than "simple, erect, austere, divine," are now to be seen, along the centre, a range of flimsy brass candelabras, totally out of character with all the rest of the building. They strike the eye the moment it is turned to the interior of the church, and to those who sit in the stalls they are peculiarly offensive, because they stare you in the face with their brazen impertinence. From the simple bronze candlesticks (perhaps not very handsome) which line the stalls the eye travels to these audacious monsters which rear their heads in defiance of all taste and decency. I wonder the effigies of those venerated Templars who lie under the Norman roof do not arise from the ground and hew them down with their massive swords. As ornaments for a new church, or perhaps for St. Alban's, they might have been well. Chandeliers of a somewhat similar character look not inelegant in the Middle Temple Hall; but it is a dining-hall. In the Temple Church, sombre and severe, they are simply offensive.

Who that saw the church of Notre Dame at Paris before its recent meretricious ornamentation has not deplored the loathsome Vandalism which has made it like a music-hall? In La Sainte Chapelle gorgeous decoration is in keeping with the place. Must the Temple Church be allowed to be defiled? From an uneducated body of men monstrosities of taste may be expected, but not from the governors of men of education and of educated tastes. It may be wrong to set up a standard of taste, and say that one thing is in good taste, the other in bad; but most educated persons are ready to admit its propriety, and surely the benchers of the Temples ought to be the last to set it at defiance.

Temple, April 20. A BARRISTER.

ASSURANCE COMPANIES AND THEIR AMALGAMATIONS.

Sir,—Your correspondent "A Barrister" has again taken up his pen, and as the question raised is an important one and he seems still to differ from my views, I will venture to send a few observations in reply. I am sorry that he should begin by cavilling about words, which generally does not add strength to a case. When I said "is there any difference in the case of a policyholder who has *not entered into any new contract*" it is clear by the context that what I meant was no new contract other than such as may be assumed by the payment of premiums, which is the question and the only question between us. This is a question which affects all policyholders, and unless they succeed upon this they have not a leg to stand upon. The discussion of any other questions which depend upon particular facts and circumstances must be argued with reference to those facts and circumstances, and it would, therefore, be futile to discuss them. I will not then meddle with the cases where deeds of settlement contained powers of transfer, as in the case of *Re Waterloo Assurance Company*. He then proceeds to say that, admitting the payment of the premiums *not* to be a novation, the payment of a premium to another company by direction of the insurers, will not, as against the former company, prevent a lapse. He means by this, I presume, prevent a forfeiture of the policy. But here again he does not look at both sides of the case. If the time for payment arrived whilst there was an office open where the premium could be paid, a forfeiture would no doubt occur; but is "A Barrister" prepared to contend where the doors of an assurance office have been closed and no person appointed to receive the future premiums on its policies, or attend to the winding up of its business under the dissolution clause of the settlement, that any court would hold that a company, having broken its contract by closing its doors in this way, and preventing the doing of the very act complained of, can maintain that the policyholder has forfeited his contract by non-payment of premium? The effect surely could only be at most that the company, having broken its contract, must be liable in damages for such breach at that date, and, if your correspondent's view be correct, that anything founded on an *ultrâ vires* deed would be void, the money subsequently paid by the policyholder would be simply thrown away, except so far as it might be recoverable from the amalgamating company for money paid under a false representation, or from the directors who improperly induced the policyholder to pay the premiums to the other company. There can be no doubt that a company, whose deed contains a proper dissolution clause, can appoint another company to wind up its affairs: the impropriety is in transferring or selling its assets, amongst other things, the future premiums on its policies. But why is a policyholder to assume that the company had done more than it had power to do? The Lord Chancellor says on the appeal motion upon the winding up of the Family Endowment Society:—"In order to prove the acquiescence of a *creditor* to the change of his debtor, he must be assumed to have satisfied himself that the substitution could be legitimately made, an assumption in the largest degree improbable." If the appointment be merely an appointment of the amalgamating company as agent no question arises, but if it be more than this, and what the company had not any authority to do, then a fraud has been committed by the directors to mislead their policyholders, for which they might also be subject to an action or a suit by the policyholders. Your correspondent also makes some observations that every policyholder must have known what was doing. I can assure him *as a matter of fact* that at the time of the amalgamation of the Family Endowment Society I was in the active practice of my profession, and I was astounded when I read the circular intimating that the arrangement had taken place. Had I known of it whilst in progress, I would not have suffered a day to go by before a bill had been upon the file. If it were intended to interfere with my rights, why was not direct notice given to me of what was proposed to be done? I leave the inference to your correspondent. As to the case of *King* v. *Accumulative Life Fund* I think your correspondent is wrong as to the effect of it. The same thing was done in that case as in the case of the Family Endowment Society—arrangements had been made for the amalgamating company to receive future premiums.

Your correspondent still refers to the refusal of the company to accept the premium being a ground of action. I suppose he does mean to contend that the closing of the doors of the company is not such a refusal, and that it is necessary to hold a conversation with the door-posts. If the closing of the doors be a refusal, assuming that the case of *King* v. *Accumulative Life Fund* does not interfere with the right to bring an action until the debt becomes due, or the company having to pay refuses or becomes unable to pay, also assuming that the appointment of the company to receive the premiums was not a proper one, which would have been a different matter for him, the policyholder, to determine, he might have brought an action.

But now, let us come to the real point at issue, whether the mere payment of a premium to any office nominated by the amalgamated company is to imply, not only a new contract with the company to whom the premiums are paid, but an altered contract with the amalgamated company discharging it from its liability. This I believe to be a case of *primæ impressionis*, for no cases until save recently decided can be found to justify such an implication, the cases relating to ordinary partnerships having been held by the Lord Chancellor not to apply to a case of this sort. This being so, upon what principle of law or justice is such an assumption to be made? Where a person enters into an agreement without details, it perhaps may be implied that he assents to everything which is necessary for carrying it out; but what implication is there that he has assented to something not named in the contract, and which is not necessary to the carrying it out? As before observed, the contention of the contracting company is not only that the policyholder has entered into a new contract with the amalgamating company by making the payment of his future premiums to that company at the request of the contracting company, but that he has also agreed to release the contracting company from its liability to pay. Now, the arrangement made by the amalgamated company for paying the premiums to the amalgamating company and completing the whole transaction with that company can be easily carried out, leaving the amalgamated company liable to pay its own debts if not paid by the other company; and why is the Court to assume that the contract contains any such understanding where nothing was mentioned upon the subject by either party, and the party wishing to take advantage of the release has not stipulated as he might have done that he should be released? For, although the creditor was not a party to the deed, it might have been provided that the amalgamating company should not receive the premiums from the policyholder unless he consented to discharge the amalgamated company. The omission of such a stipulation leads to an inference directly contrary to its being part of the contract. But even assuming that a policyholder has knowledge of the whole of the contents of the deeds at the time, what is there even then from which it may be inferred in a deed to which he is not a party that it was intended that he should release his debtor? By the deed the debtor makes an arrangement with some other person to take his assets and liquidate his liabilities, and takes a covenant from him to indemnify him in case he should be called upon to pay any of those liabilities. Upon the face of this arrangement the inference is that the debtor was still to remain liable; otherwise why the indemnity? At all events there is nothing in such a covenant from which it is to be implied that the debtor is to be released by his creditor. Lord Justice Giffard says, "it was incumbent on those who desired that the old contract should be superseded by a new one to make proposals to that effect or take steps for that purpose, but they forbore or neglected to do so."

In the case of a lease, the lessee covenants with the lessor to perform the covenants, he assigns the lease and takes an indemnity from his assignee against the covenants; the lessor receives the rent and otherwise deals with the assignee

as tenant, but this does not discharge the lessee from his covenants if unperformed by the assignee. In the case of a sale of an equity of redemption, the purchaser covenants to indemnify the vendor against his, the purchaser's, covenant to pay the mortgage money, the mortgagee receives the interest on his mortgage money from the purchaser, but he does not, therefore, release the purchaser (his mortgagor) from his covenant to pay the mortgage money if not paid by the vendor (the assignee).

In conclusion, I do not see why it should be unjust that shareholders under disability, or persons claiming the estate of deceased persons, should be called upon to meet their liabilities, in these cases more than in any other cases, which arise from the nature of the engagement into which the person under whom they claim entered into.

ANOTHER POLICYHOLDER IN AN
18th April. AMALGAMATED COMPANY.

OBITUARY.

MR. ROBERT WILSON.

The death of Mr. Robert Wilson, senior member of the firm of Wilson, Bristowes, & Carpmael, of Copthall Buildings, Throgmorton-street, at the premature age of fifty-seven, demands special notice in the *Solicitors' Journal*. He was on many accounts a very distinguished ornament of the profession, and for some years, though too few, was a valuable and highly respected member of the council of the Law Institution. Independent in judgment and strong in his convictions, he was uniformly courteous and impartial, and endeared himself to those whose privilege it was to act with him by the happy combination of a clear and vigorous intellect with sincere respect for the opinions of others. His single aim seemed to be to find out the truth and to abide by it.

Mr. Wilson from an early period of his professional life advocated with great skill and ingenuity a system of land transfer, having for its disinterested object the reduction of expense connected with the transfer of land, and the simplification of titles. He was a very laborious and valuable member of the Royal Commission of 1853, on the registration of titles, and though he was not able conscientiously to concur in the report of that Commission, he rendered important service to it, and his colleagues, among whom were Mr. Spencer Walpole, Sir Joseph Napier, late Lord Chancellor of Ireland, Lord Westbury, then Attorney-General, and Mr. Lowe, now Chancellor of the Exchequer, in recognition of their obligations to him, concluded their report of 1857 with the following tribute :—

"We are reluctant to conclude this report without expressing our regret that it has not received the concurrence of one of the commissioners who is known to have given much attention to the subject of registration, and who has embodied his opinions in a plan, to which we have already referred. While, however, we acknowledge that our report would have derived additional authority had he felt himself at liberty to affix his name to it, we have the satisfaction, not only of knowing that we have not failed carefully to examine the proposals which he has laid before us, though unable in the result to adopt them, but also that we have had the aid of his deliberations and suggestions in maturing our views and recommendations, even where they differ from his own."

MR. S. EVANS.

The death of Mr. Samuel Evans, solicitor, of Newtown, Montgomeryshire, took place on the 11th of April, after a long illness. The late Mr. Evans, who was in his sixty-third year, took out his attorney's certificate in Trinity Term, 1843.

MR. C. S. HOGG.

The late Mr. Charles Swinton Hogg, barrister-at-law, and Administrator-General of Bengal, who died at Calcutta on the 16th March, was the second son of Sir James Weir Hogg, Bart. (who was registrar of the Supreme Court of Calcutta previous to 1833, and is now a member of the Indian Council), by the second daughter of Samuel Swinton, Esq., of the Bengal Civil Service. Mr. C. S. Hogg was born in 1824, and was called to the bar at the Inner Temple in May, 1849; he was formerly a member of the Home Circuit, and practised at the Kent Sessions. He afterwards proceeded to Calcutta, and received the lucrative appointment of Administrator-General, and was also Official Trustee to the High Court of Bengal.

MR. F. J. WISE.

Mr. Frederick James Wise, solicitor, of March, Cambridgeshire, expired at that place on the 9th April, in the fifty-eighth year of his age. The deceased gentleman, who was the senior partner in the local firm of Wise & Dawbarn, took out his certificate as a solicitor in Hilary Term, 1841, and was a member of the Incorporated Law Society.

MR. R. WHALL.

Mr. Robert Whall, solicitor, of Chesterfield, Derbyshire, died suddenly in his office, while transacting some legal business, on the 9th of April. Mr. Whall, who was in his fifty-fourth year, was certificated in Hilary Term, 1840, and carried on business both at Chesterfield and Dronfield. He was formerly in partnership with Mr. E. L. Darwin.

MR. J. E. POWLES.

The death of Mr. John Endell Powles, solicitor, of Monmouth, took place at his residence (Castle Villa) in that town on the 7th April, at the age of fifty-eight years. The late Mr. Powles was certificated as a solicitor in Easter Term, 1843, and was in partnership with the late Mr. Alfred Evans, whose death was recently announced. He held the position of alderman of Monmouth for nearly sixteen years, and filled the office of mayor of that borough for three successive years—namely, from 1852 to 1854. Mr. Alderman Powles was a member of the Solicitors' Benevolent Association.

MR. ADAM RIVERS STEELE.

Mr. A. R. Steele, of Gray's-inn, barrister-at-law, died recently at his residence at Cricklewood, Middlesex. Until a very few years preceding the date of his death Mr. Steele had practised in the other branch of the profession. Mr. Steele was articled to the late Mr. Alderman Harmer in the year 1832, and on his being admitted an attorney in 1837, joined that gentleman in business under the style of Harmer & Steele, but in 1842 Alderman Harmer retired from business, and Mr. Steele from that time practised alone, being afterwards joined by two of his sons. In 1866 he retired from the solicitor's branch of the profession, and was called to the bar at Gray's inn, last year. Mr. Steele had no intention of regularly practising as a barrister ; he appeared, however, in a few cases in which his own firm had been concerned, and which from having himself commenced he felt an interest in working out to the end. He had appeared in one of these cases (*Secretary of State* v. *Underwood*) on appeal in the House of Lords only a few weeks before his death. Mr. Steele was much respected in the profession, and will long be remembered by many as the generally successful defender of many celebrated actions for libel against the *Weekly Despatch*, the *Sun*, and other of Mr. Harmer's papers, in which the plaintiffs were public characters or titled persons.

At a recent meeting of the St. George's, Hanover-square, Ratepayers' Defence Association, Dr. Appleton said it was scarcely necessary to point out the desirability of the clerk to the magistrates in petty sessions being a gentleman of legal experience. The clerks to the police magistrates were invariably lawyers, and if the necessity exists in a court where the magistrates were gentlemen of experience, it was doubly essential in the case of the magistrates who sit in Mount-street, the majority of whom knew nothing whatever of legal matters. It was also the custom in other districts to employ a legal gentleman in that capacity, and he could not conceive why an important parish like St. George's, Hanover-square, should be treated in a different manner to the rest of the metropolis. The emoluments derived from the office were ample to induce a gentleman of experience to accept it, which he felt quite satisfied would bring about a very beneficial change. After some further remarks it was resolved that the secretary be instructed to write to the clerk of the Middlesex magistrates, expressing a hope, on the part of the association, that when a successor is appointed to Mr. Chappell, they will give the parishioners the advantage of a clerk who has had a legal education.—*Courier*.

ADMISSION OF ATTORNEYS

NOTICES OF ADMISSION.

Easter Term, 1870.

[The clerks' names appear in small capitals, and the attorneys to whom articled or assigned follow in ordinary type.]

BENT, FREDERICK.—Samuel Field, Liverpool.

BROWNE, ARTHUR (articled as William Arthur Brown).—M. and H. Brown, Nottingham; George P. Allen' Manchester.

EDGAR, ROBERT ASHBURN.—Daniel Boote, Manchester.

FRANCIS, THOMAS DUNKIN.—Henry D. Francis, 7, Cannon-street, City.

GREVILLE, ARTHUR EDWIN.—John H. Hearn, Ryde.

GODFRAY, HUGH CHARLES.—Ebenezer Foster, Cambridge; Philip S. Knowles, Cambridge.

HUBBARD, HENRY SEYMOUR.—Charles Frederick Mayhew, 10, Barge-yard-chambers; Frederick Stanley, 22a, Austin-friars.

HUGHES, THOMAS BRIERLY.—John Wilson, Congleton.

KEMP, THOMAS.—Richard Child Heath, Warwick.

MARRIOTT, JAMES PARKE.—William R. Holland, Ashbourne.

MARSDEN, JOSEPH DANIEL, JUN.—Joseph Daniel Marsden, 59, Friday-street; James William Hamilton Richardson, Leeds; James Heelis, Manchester.

MOORE, EDWARD, JUN.—William Hayes, Halesowen.

PHILLIPS, WILLIAM.—Thomas Griffiths, Bishop's Castle, Salop.

RUMBLELOW, WILLIAM MERRICK.—Merrick B. Bircham, Fakenham; Thomas Stephens, Essex-street, Strand.

STEAVENSON, ERNEST CARTWRIGHT.—William Gribble, 12, Abchurch-lane.

The Last Day of Easter Term, 1870.

BAGNALL, WILLIAM.—William Brown, Stafford.

BENSON, THOMAS GEORGE.—A. C. Sharland, Tiverton.

BLAKE, CHARLES.—H. J. Davis; G. Blakey; W. J. Lloyd, Newport.

BRADSHAW, CHARLES.—J. T. Brewster, Nottingham.

CARLILL, BRIGGS.—B. B. Jackson, Kingston-upon-Hull.

COX, HENRY PONTING.—E. J. Hayes, Wolverhampton.

CURTIS, WILLIAM.—G. M. Wetherfield, 2, Gresham-buildings; J. P. May, 2, Princes-street, Spital-square.

DEAN, CHARLES FREDERICK.—John Taylor, Bradford.

DE JERSEY, JOHN HORMAN.—T. Micklem, 13A, Gresham-street; J. H. Hearn, Ryde.

GREAVES, JOHN BROOK.—C. L. Coward, Rotherham.

HINDMARSH, WM. THOMAS.—J. A. Wilson, Alnwick.

SHAKESPEAR, JOHN HENRY.—P. H. Lawrence, 6, Lincoln's-inn-fields; T. G. Blain, Manchester.

TANNER, WILLIAM BURRIDGE.—J. B. Lanfear, 11, Abchurch-lane.

WARD, JOHN SANDILANDS.—F. W. Remnant, 52, Lincoln's-inn-fields.

WILLIAMS, DAVID THEODORE.—E. Scott; E. Scott, Wigan.

WOOLLCOMBE, RICHARD.—W. J. Woollcombe, Plymouth; J. R. Upton, 20, Austinfriars.

WORTHINGTON, CHRISTOPHER.—J. E. Ward, Congleton.

[For former names see *ante* p. 285.]

NOTICES OF APPLICATIONS TO TAKE OUT OR RENEW ATTORNEYS' CERTIFICATES.

Adams, Francis Cadwallader, 1, Hampstead-lane, Highgate (13th May, 1870).

Cooper, William Edward, Wisbeach (13th May, 1870).

Farmer, George Noble, 64, Carlton-street, Kentish-town (13th May, 1870).

Fullagar, Walter Horne, 9, Chapter-terrace, Surrey (12th May, 1870).

Hadley, Thomas Benjamin, Birmingham; Walsall; Catshill; South End, Green-road, Hampstead (13th May, 1870).

Johnson, William, United States of America; Totnes, Devon (13th May, 1870).

Lang, Hickman, Finsbury-road, Wood-green; Crewkerne (13th May, 1870).

Lord, William Cluley, Ashton-under-Lyne (13th May, 1870).

Oppenheim, Henry Samuel, St. Helen's (22nd April, 1870).

Pearson, Robert Capes, Doncaster (13th May, 1870).

Ridsdale, Francis James, jun., 5, Victoria-road, Clapham (22nd April, 1870).

Sayer, Alfred Leighton, Thames Ditton (25th April, 1870).

PRIVY COUNCIL.

ORDER IN COUNCIL

For the establishment of certain Rules to be observed by Proctors, Solicitors, Agents, and other Persons admitted to practise before her Majesty's Most Honourable Privy Council.

At the Court at Windsor, the 31st day of March, 1870.

Present: The Queen's Most Excellent Majesty in Council.

Whereas there was this day read at the Board a representation from the Lords of the Judicial Committee of the Privy Council, dated the 26th day of March instant, humbly recommending to her Majesty in Council that certain rules be established by the authority of her Majesty, by and with the advice of her Privy Council, to be observed by all proctors, solicitors, attorneys, agents, or other persons employed in the conduct of appeals, petitions, or other matters pending before her Majesty in Council, her Majesty having taken the said representation into consideration, and the schedule of rules hereunto annexed, was pleased by and with the advice of her Privy Council, to approve thereof, and to order, and it is hereby ordered, that the same be punctually observed, obeyed, and carried into execution.

ARTHUR HELPS.

SCHEDULE ANNEXED TO THE FOREGOING ORDER.

I. Every proctor, solicitor, or agent, admitted to practise before her Majesty's Most Honourable Privy Council, or any of the Committees thereof, shall subscribe a declaration to be enrolled in the Privy Council Office, engaging to observe and obey the rules, regulations, orders, and practice of the Privy Council; and also to pay and discharge, from time to time, when the same shall be demanded, all fees or charges due and payable upon any matter pending before her Majesty in Council; and no person shall be admitted to practise, or allowed to continue to practise, before the Privy Council, without having subscribed such declaration in the following terms:—

FORM OF DECLARATION.

We, the undersigned, do hereby declare, that we desire and intend to practise as solicitors or agents in appeals and other matters pending before her Majesty in Council; and we severally and respectively do hereby engage to observe, submit to, perform, and abide by all and every the orders, rules, regulations, and practise of her Majesty's Most Honourable Privy Council and the Committees thereof now in force, or hereafter from time to time to be made; and also to pay and discharge, from time to time, when the same shall be demanded, all fees, charges, and sums of money due and payable in respect of any appeal, petition, or other matter in and upon which we shall severally and respectively appear as such solicitors or agents.

II. Every proctor, solicitor or attorney practising in London, and duly admitted in any of the Courts of Westminster, shall be allowed to subscribe the foregoing declaration, and to practise in the Privy Council, upon the production of his certificate for the current year; and no fee shall be payable by him on the enrolment of his signature to the foregoing declaration.

III. Persons not being certificated London solicitors, but having been duly admitted to practise as solicitors by the High Courts of Judicature in India or in the colonies respectively, may apply, by petition, to the Lords of the Judicial Committee of the Privy Council for leave to be admitted to practise in the Privy Council; and such persons, if admitted to practise by an order of their Lordships, shall pay annually, on the 15th of November, a fee of five guineas to the fee fund of the Council Office.

IV. Any proctor, solicitor, or agent or other person practising before the Privy Council, who shall wilfully act in violation of the rules and practice of the Privy Council, or of any rules prescribed by the authority of her Majesty, or of the Lords of the Council, or who shall wilfully misconduct himself in prosecuting proceedings before the Privy Council, or any Committee thereof, or who shall refuse or omit to pay the Council Office fees or charges payable from him when demanded, shall be liable to an absolute or temporary prohibition to practise before the Privy Council, by the authority of the Lords of the Judicial Committee of the Privy Council, upon cause shown at their Lordships' Bar.

THE REAL ESTATES INTESTACY BILL.*

I presume that the "Real Estates Intestacy Bill" was intended for no other purpose than to take the opinion of the House of Commons on the principle which it involves. I can hardly suppose that it was seriously thought sufficient, if passed into law in its present shape, to accomplish satisfactorily the purpose proposed. And as an amendment of the law on this subject is now promised by her Majesty's speech at the opening of Parliament, I shall confine my remarks to the general principle which the bill in question is understood to involve. The question which I now propose to discuss is whether and how the disposition which the law now makes of the real estate of an intestate may be beneficially altered.

Before endeavouring to amend the law, it seems desirable that we should first clearly comprehend it. I will therefore attempt in the first place very briefly to state what the present law on this subject is, trusting that those of my hearers who are professionally acquainted with its details will forgive me for the sake of those who are not.

An estate in fee simple in lands or tenements descends on the decease of its owner to his eldest son, subject to any disposition to the contrary which he may have made by his will, and subject also to the dower of his widow, if any; unless he should, as he may, by deed or will, have deprived her of this right. The widow's dower is an estate for her life in one equal third part in value of the lands, set out for her after her husband's decease.

The full power of testamentary disposition which is now possessed is no doubt liable to abuse. But the balance of advantages appears to me to incline so strongly in its favour, that I trust the example of some foreign nations will not induce any attempt to infringe upon it. A man no doubt has now the power to leave his property away from his children without just cause; but the cases in which this occurs are most rare, compared with those in which the power is beneficially exercised to meet the peculiar exigencies of the family—exigencies which no legislative foresight can possibly adjust.

The fee simple lands of a married woman descend, on her decease, to her eldest son, subject to the curtesy of her husband, and she has no power of testamentary disposition, unless the same should be, as it may be, specially conferred upon her by the instrument under which she claims. The husband's curtesy is an estate for his life in the whole of the lands of his wife to which he becomes entitled on having issue by her born alive who may inherit her lands.

The personal estate of a married woman belongs, on her decease, to her husband only. The personal estate of a married man who dies intestate belongs, one-third to his widow and two-thirds to his children equally; each child, however, accounting for any advancement which he may have had from his father in his lifetime. If there be no child, the widow takes half, and the other half is distributed amongst the next of kin, those of the half blood to the intestate sharing equally with those of the whole blood.

The descent of land and tenements to the eldest son is subject to some exceptions. By the custom of gavelkind, which prevails in a great part of the county of Kent, and which also affects the copyhold lands holden of certain manors in other parts of the country, the lands are equally divided amongst all the sons, every son being, as Littleton says, as great a gentleman as the eldest. The widow's dower of gavelkind lands is one-half, and not one-third, but it continues only during her widowhood. By the custom of borough English, which prevails in some boroughs and manors, lands descend to the youngest son only. It appears to me that there is no excuse for these anomalies, and that, whatever the law of descent may be, it should not be broken in upon by such local peculiarities.

But there is another important exception to the rule of primogeniture to which I wish to call your attention, because it has been of modern growth, and has never, so far as I am aware, been thought to be otherwise than beneficial in its results. If two or more members of a trading partnership require lands or tenements for the purposes of their partnership, the share of each partner will not, on his decease intestate, belong to his eldest son as his heir-at-law; but it will be considered in equity as personal estate, and it will be sold, and the money divided amongst his widow and all his children in the shares already mentioned. If, however, the intestate should have outlived his partners, or should never have had a partner, the lands and tenements acquired for the purposes of his trade will, with the rest of his real estate, descend exclusively to his eldest son. So that if two men are in partnership, the question whether the share of either will devolve, on his decease intestate, on his heir or his next of kin, depends upon whether he dies after or before the other.

Again, the descent of lands to the eldest son may be prevented by a device, not unfrequently adopted, of vesting them in trustees in trust to sell, even though the trust be to sell with the consent of a person whose consent may, in all probability, be withheld. Equity considers as done that which is agreed or directed to be done. The land, though unsold, is looked upon in equity as money; and, on the decease intestate of any person entitled to a share, the same will belong, not to his heir-at-law, but to his next of kin, in the same manner as if it were money, the result of a sale actually made. But in order to effect this object, a direction must be given for sale; it will not be sufficient for the settlor merely to declare that he wishes the lands to be considered in equity as personal and not as real estate.

Before the abolition of feudal tenures, which took place at the restoration of King Charles II., freehold lands, held by knights' service, descended to the heir-at-law, subject to a power in the ancestor of testamentary disposition over two-thirds only, although he might dispose of the whole in his lifetime by proper means of conveyance. There were other feudal burdens also to which such lands were subject. In order to escape from these burdens and to acquire a full power of testamentary disposition, irrespective of the rights of the heir, a practice became usual in the reigns of Queen Elizabeth, James I., and Charles I., for purchasers of lands to obtain a demise of them for a long term of years, generally one or two thousand, at the nominal rent of a penny or a peppercorn, without impeachment of waste, with or without a covenant for the conveyance, whenever required, of the ultimate reversion in fee-simple. Many lands are now held under such titles. On the decease, intestate, of the owner of lands held only for a term of years, the lands do not descend to the heir-at-law, but belong to the next of kin in the same manner as personal estate. Lands so held, therefore, do not go to the eldest son subject to the widow's dower, but devolve one-third to the widow and the remaining two-thirds to all the children equally, subject to their accounting for advancements made to them by their parent in his lifetime. Such lands are, however, subject to an administration duty, from which freehold lands escape.

On the other hand there are some kinds of personal estate which may be made to descend, on intestacy, to the heir-at law. A personal annuity may be limited to a man and his heirs. An estate held for the life of another person may be given to a man and his heirs, in which case the heir will, on his decease intestate, come in as a special occupant. And a trust to lay out money in the purchase of lands will in equity convert it into real estate, and cause it to descend to the heir of the beneficiency, instead of devolving on his next of kin.

But an estate in fee simple is not the only estate in lands which descends to the eldest son as heir-at-law. There may be an estate in tail general or special. An estate in tail general descends to all the issue of the donee in due course, the sons and their respective issue first taking in order of seniority, and then the daughters and their respective issue taking in equal shares, the issue standing in the place of their ancestor. An estate in tail special may be confined to the issue of a particular marriage, or may be in tail male or tail female. An estate in tail male cannot go to a daughter, nor an estate in tail female to a son. An estate in fee simple descends, as we have seen, subject to a power of testamentary disposition vested in the ancestor. There is no such power over any estate tail; it will descend to the heir, whatever the will of his ancestor may be. But the expectation of the heir may be defeated by a proper assurance, executed by the ancestor in his lifetime, and enrolled in the Court of Chancery. Estates in tail female are scarcely ever seen. Estates in tail and in tail male are created for the express purpose of causing the lands to descend to the eldest son in preference to the other children.

But the most usual way in which the eldest son succeeds to the family estate is not in his character of heir at all, but as a person on whom the lands are expressly settled by the description of the first or eldest son of his father; the

* A paper read by Joshua Williams, Esq., Q.C., before the National Association for the Promotion of Social Science.

father having limited himself to an estate for his life only, and having settled the reversion on his sons successively. A settlement of this kind cannot be made beyond one generation of unborn children. But a desire to retain the estate in the line of the eldest male usually occasions a re-settlement on the majority or marriage of the eldest son.

I do not think that the power of settling landed or other property on the eldest, or any other son, limited as it now is, should be substantially interfered with; although in some of the technical details of contingent remainders, as they are called, a reform is much needed. Nor do I think that the present law with regard to estates tail needs any material alteration. If successive generations having the power to choose any line of succession they please, all deliberately prefer one line to another, whether that line be the eldest male to the exclusion of all females, or females to the exclusion of all males, I do not see why they should not be allowed to follow their own choice. It must be remembered that personal property may be tied up by settlement almost exactly to the same extent as real estate. The fundholder may accumulate his millions exclusively on his eldest son. If no relation in this respect is suggested with regard to personal property, none surely should be made with respect to real estate.

(*To be continued.*)

LAW STUDENTS' JOURNAL.

LECTURES AND LAW CLASSES AT THE INCORPORATED LAW SOCIETY.

Mr. H. M. Bompas, Lecturer and Reader on Common Law and Mercantile Law—Monday, April 25, class A. Tuesday, April 26, class B. Wednesday, April 27, class C. —4.30 to 6 p.m.

Friday, April 29, lecture—6 to 7 p.m.

COURT PAPERS.

COURT OF CHANCERY.

CAUSE LIST.

Easter Term, 1870.

Before the Lord Chancellor and Lord Justice Giffard.

Appeals.

1869.

Powell v Elliot, Elliot v Powell (J.—Jan. 27)
Atherton v British Nation Life Assurance Association (R.—Feb. 2)
Allen v Bonnett (M.—Feb. 2)
Thompson v Dunn (M.—Feb. 8)
Freeman v Pope (J.—Feb. 11)
Richardson v Smith (S.—Feb. 17)
In re The Great Wheal Busy Mining Co. and Co.'s Act, 1862, appl petn from the Vice-Warden of the Stannaries (Feb. 21)
Nash v Howell (S.—Feb. 22)
The City Bank v Luckie (S.—Feb. 22)
Mc Creight v Foster, Bart. (R.—Feb. 24)
Phillips v Furber (R.—Feb. 28)
Champneys v Holmes (J.—Feb. 28)
Croft v Kaye, Bart. (S.—Mar. 7)
Wilkinson v Lindgren (R.—Mar. 9)
Knox v Turner (S.—Mar. 12)
Chichester v Marquis of Donegal (J.—Mar. 12)
Hughes v Seanor (J.—Mar. 12)
The Masons' Hall Tavern Co. (Limited) v Nokes (R.—Mar. 19)
Clemow (Pauper) v Geach (J.—March 22)
Bourton v Williams (S.—Mar. 23)
The Land Credit Co. of Ireland (Limited) v Lord Fermoy (R.—Mar 23)
Earl Vane v Rigden (M.—Mar. 24)
Mc Crea v Holdsworth (J.—Mar. 25)
Thompson v Simpson (S.—Mar. 25)
The Merchant Banking Co. of London (Limited) v Maud (J.—Mar. 28)
Bulteel v Plummer (M.—Mar. 28)
Prees v Coke (J.—Mar. 31)
Marine Investment Corporation v Haviside (J.—April 1)
Molesworth v Molesworth (R. April 6)
Dugdale v Meadows (J.—April 7)

Before the Master of the Rolls.

Causes, &c.

Atherley v. The Isle of Wight Ry. Co. and City Bank m d (not before May 2)
Baker v Bailey c
Clarke v Tanner c, wit
Colthurst v Colthurst m d (April 22)
The London & South Western Ry. Co. v Pullein m d, witnesses before examiner
Lloyd v Thomas m d, witnesses before examiner
Edmonds v Ramsey m d (not before May 12)
Tulk v Tabberner m d
Groome v Groome m d
Richardson v Whatman c (transf from V.C. Malins)
South v South m d (transf from V.C. James)
Burton v Farrar m d
Saunders v Gilbertson c, evidence viva voce at hearing (transf from V.C. James)
Bridger v The Vestry of St. Giles, Camberwell m d (transf from V.C. James)
Martin v Martin m d
Watts v Kelson m d (transf from V.C. James)
Robins v Wilson m d
Ibbetson v May m d
Coster v West f c
Rapson v Rapson f c & sumns to vary certificate
Stevenson v Marriott f c & sumns to vary certificate
Lee v Rumsey c
Attorney-General v Daugars f c
Bell v Mitchell f c
Hargrave v Kettlewell f c
Thomas v Thomas f c & 2 sumns to vary
Johnson v Hookham f c
Cheesman v Price, Price v Cheesman f e, 2 sumns to vary, & 3 adj sumns
The United States of America v Blakeley m d
The London & South Western Bank (Limited) v Fraser c
Drewett v Withers c
Cooper v Cooper m d
Bower v Bower m d
Mason v Birkbeck f c & sumns to vary
Rowley v Lofft f c
Hipkiss v Hipkiss m d
Churchward v Carrington f c
Greene v Greene m d
Finch v Leeder m d
Betts v Thompson c
Nurse v Baker c
Howse v Lawrie f c
Friend v Dell c
In re Henry Dixon's Estate f c
Dixon v Dixon f c
Laws v Milo c
Pridham v Massy f c & sumns to vary
Besset v Fuller m d
Gardiner v Hughes f c
Skirrow v Hamilton f c
Townsend v Fowle m d
Townsend v Hemsted m d
Lepine v Bean m d
Bingham v King f c
Pethebridge v Spencer f c
Briggs v Jones m d
Brown v Stoneham t c
Bradley v Harvey f c
Wayte v Spooner m d
Porter v Whitfield f c
Mawson v Fletcher m d
The Corporation of Exeter v Earl of Devon m d
Baker v Smallpeice f c
Bellingham v Holland m d
Haigh v Haigh m d
In re Geo. Barnard's Estate f c
Barnard v Pudney f c
Thompson v Hudson f c & sumns to vary
Springett v Jenings c
Ames v Colnaghi c (re-hearing)
Joyce v Howard c, w
Bell v Little f c
Fox v Garrett f c
Gregory v Clifton, Bart, m d
Jones v Bayley m d
Dear v Webster f c & s to vary
Dear v Webster f c & s to vary
Wood v Wood s c
Binns v Burland m d
Hamilton v Offley m d
Abington v Green f c (short)
Wilson v Wilson f c
Cleverly v Troughton f c
Clark v Revill c
Palmer v Capel c
Shepherd v Stansfield m d
Vanner v Frost m d
Gramshaw v Gough m d
Bragg v Bell f c
Richardson v Firth m d
The Gas Light Improvement Co. (Limited) v Terrell c
Anstey v Newman f c
Cousins v Green c
Weller v Fitzhugh c
Clarke v Cutts f c
Massey v Eastwood m d
Coote v Lowndes m d
The Prudential Assurance Co. v Wilson m d
Kenyon v Preston f c
Clayton v Smith c
Ingram v Sibley f c (short)
Longridge v Crampton m d
Wilkinson v Dent c
Miller v Marriott f c
In re Mills, deceased f c
Mills v Whitehead f c
Barker v Barker m d
Malam v Parker m d (short)
Fenwick v Wood m d
Kirkby v Mearbeck f c

Before the Vice-Chancellor Sir John Stuart.

Causes, &c.

Attorney-General v The Ross Royal Hotel Co. (Limited) demr
Ditchfield v Diggle exons for insufficiency
Titchborne v Mostyn, Bart, m d
Titchborne, Bart. v Titchborne m d
Crowther v Crowther f c
(S.O.) Williams v Haythorne f c
Drewry v Drewry m d
Crook v Corporation of Seaford m d
Noble v London and South Western Bank (Limited) c, wit
Gibbs v Ross m d
English v Nottingham trial by jury
Coultwas v Swan c, wit
Cayley v Walpole c, wit
Dufour v Kearns m d
Lumley v Desborough c
Robinson v Okell appl from County Court of Cheshire
Lows v The Carlisle Conservative Newspaper Co. (Limited) c
Bulman v Stephenson m d (May 9)
Bowen v Davies appl from County Court of Cardiganshire
Ward v Mc Kewan f c
Malone v Wallwork f c
Gunnell v Whitear m d
Peplow v Peplow f c
Johnson v Jowitt f c
Armstrong v Scruton f c
Feltham v Turner c
Witts v Young m d
Dicks v Batten f c
Cowell v Acraman f c & s
Pownall v Bockett f c
Cave v Holland f c
Williams v Owens f c
Couper v Hamilton, Bart m d
Methuen v Hay m d
Parbury v Watson m d
Glazebrook v Clark m d
Brine v Brine c, wit
Jones v Gillard f c

Mulcock v Gillingham m d
Bainbridge v Morgan f c
Nisbet v Müller f c & s
Johnson v Metcalfe f c
Slater v Chapman m d (short)
Broadwood v Broadwood m d (short)
Barber v Barber m d
Bowman v Eilbeck f c
Salkeld v Salkeld f c
Arney v Arney m d (short)
Corner v Cursham m d
Nicholson v Wardropper f c

Before the Vice-Chancellor Sir RICHARD MALINS.

Causes, &c.

Dunn v Ferrior exons for insufficiency
The International Bank (Limited) v Gladstone m d (wit before examination)
Hubbard v Boughey, Bart, c
Earl Beauchamp v Winn c, wit
Stevenson v Barugh m d
Ormerod v The Northern Railway of Buenos Ayres m d, set down at request of deft. Co., witnesses before examiner
Lee v The Lancashire & Yorkshire Ry. Co. c, wit (April 26)
Shaw v Shaw c, wit
Cooper v Williams c, wit, pt hd
Goddard v Shaw f c, pt hd (April 25)
Knapping v Tomlinson, f c
Knapping v Bannester f c
Alexander v Gage m d
Trevelyan v Attorney-Gen. c (not before April 28)
Kellock v Dansey m d (not before April 27)
Skelton v Ealand m d
Waterlow v Burt f c and 2 sums. to vary
Toynbee v Humphries m d
Leaver v Sinclair m d
Painter v Turner m d
Thomas v Aaron m d
Wildes v Capel c
Wren v Greening m d
Brown v Macnicol m d
Lockitt v Lockitt m d
Vaughan v The Metropolitan Ry. Co. m d (short)
Rowley v Woodhead m d
Pillinger v The Metropolitan Ry. Co. m d
Richardson v Younge c
Caldecott v Perrin m d
Gibbes v Pengilley m d
Tyrrell v Leeson c, wit
Boss v Hopkinson m d
Reynolds v Stanley f c
Humphreys v Clark f c
The Edinburgh Life Assurance Co. v Stanley m d
Mawdsley v Mawdsley f c
Spence v Woolhouse m d
Watkins v Matthews f c
Heath v The Metropolitan Ry. Co. m d
Smart v The Metropolitan Ry. Co. m d
Levinstein v Wenham c, evidence viva voce at hearing
Caldwell v Cresswell c
Ingham v Greville m d
Attorney-General v Murray f c
Olver v Murray f c
Gibbon v Fry c
De Witte v Denne c, wit
Blease v The Warrington Wire Rope Co. (Limited) c, wit
Hawkins v Allen m d
Webb v Hughes m d
Hichens v Millett m d
In re Adams's Estate, Adams v Adams f c
Milgrove v The Metropolitan Ry. Co. c
Becher v Poole m d
Thomas v Thomas m d
Lambe v Eames c
Bowen v Cobb c, wit
Ridler v Tamplin m d
Lester v Alexander f c
Sutcliffe v Howard f c
Young v Druce m d
Vaughan v Baldwin f c
Lord v Bottomley m d
Hancock v Heaton m d
Keats v Whittle f c
Burton v Burton c
Brown v Williams m d and pet
Hart v The Kensington District School m d
The North Eastern Ry. Co. v Watson c
Wright v Pitt m d
Heard v Pilley c
Harrison v Humphreys c, w
Phillipson v Gibbon f c & sumns to vary
Thompson v Farndale m d
Wadeson v White m d
Medcalf v Crosthwaite f c
Simpson v Heaton's Steel & Iron Co. (Limited) m d
Forrest v Prescott s c
Richards v Traherne m d
Andrew v Hyde f c
Hyde v Gee f c
Plumley v Brownlow f c
Small v Lowrey m d
Radmore v Gill m d
Ferrier v Jay s c
The London & South Western Bank (Limited) v Johnson m d
Simcoe v Vowler f c
Cadman v Shepherd s c
Standerwick v Popham f c
Jefferys v Marshall m d
Hepworth v Hepworth m d
Hunter v Walters m d
Sinclair v Leaver m d
Roberts v Shearwood m d
Heasman v Pearse f c
Lawson v The Tewkesbury & Malvern Ry. Co. m d
Key v Trafford m d
Jenkins v Lewis m d
Brown v Shaw f c
Morgans v Roberts m d
Curling v Walters m d
Williams v Foster f c
Field v Smith f c
Spiller v White m d (short)
Wilson v Legh m d
Ryde v Marks m d
Rolfe v Rolfe m d (short)
Barstow v Baldwin c
Lankester v Cave m d (short)
Northcote v Northcote f c
Loxley v Donne f c
Niven v Alcock m d
Whiting v Burke m d
Wansey v Brooke m d
Prichard v Prichard m d
Ive v Norman m d (short)
Primsose v Baron Digby f c
Bowker v The Metropolitan Ry. Co. m d (short)
In re Preston, deceased, Preston v Dann f c
Rutherford v Scott m d
Poynder v Poynder f c

Before the Vice-Chancellor Sir W. M. JAMES.

Causes, &c.

Heyman v Dubois exons for insufficiency
Chadwick v McKenna m d, pt hd (not before April 22)
Adamson v Chadwick m d, pt hd (not before April 22)
McKenna v Chadwick m d, pt hd (not before April 22)
Pears v Laing m d (April 29)
Stamp v Anderson c (not before April 29)
Anderson v Stamp c
The Grover & Baker Sewing Machine Co. v Wilson trial by jury (April 26)
Butler v Butler m d
Cousens v Cousens m d, witnesses before examiner
The Grover & Baker Sewing Machine Co. v Wilson m d
The West of England Brewery Co. (Limited) v Ross c, wit
Reynolds v Reynolds m d
Hoffmann v Postill trial before the Court without a jury
Williams v The Llanelly Railway & Dock Co. m d (not before April 25)
Cooke v Cooke m d
Rumble v Heygate m d
Thomas v the Midland Banking Co (Limited) m d (wit before exmr)
Rippon v Titherington c, wit (April 25)
The Liverpool Marine Credit Co. (Limited) v Read c, wit (April 22)
Sacker v Bradshaw c
Angus v Aydon m d
Thompson v Payne c (not before April 28)
Carline v Nicholson, Nicholson v Carline f c (not before April 25)
Birch v Wallington m d
Bayspoole v Collins c, wit (May 3)
Sex v Scrutton m d
Yool v The Great Western Ry. Co. m d
The Leather Sellers' Co. v Gooch m d
Francis v Smithson c, wit
Castellan v Hobson c
Simson v Raven m d
Berry v Morrell c
Scott v Armstrong f c
Howden v Carr m d
Rishton v Grissell f c
Thorold v Thorold m d (not before April 21)
Weller v Stearns m d
Thompson v Williams m d (short)
Gatty v Hartmann m d
Puleston v Bailey m d
Williams v Ivimey c
Collins v Mogg c
The Equitable Reversionary Interest Society v Windover m d
James v Jones c
Rigby v Eden m d
Earl Cowley v Wellesley m d
Davidson v The Metropolitan Ry. Co. m d
Lewthwaite v Waterlow c
Dunn v Fowler m d (wit before exmnr)
Prior v Mackinnon s c
Dorsey v Beal f c
Kilbey v Haviland m d
Clark v Webb f c
Jolliffe v Blumberg m d
Pearson v Dolman f c
Bibby v Acatos m d
Pryse v Stanton m d
Shackleton v Shackleton m d
Jay v Wild m d (short)
Frith v The Metropolitan Ry. Co. f c
Swainson v Jefferson f c
Seaton v Griffin c
Tunstall v Bartlett f c
Crofts v Hurst f c
Perrott v Davies m d
Morley v Finney f c
Pudney v Stubbin m d
Everitt v Moss m d (short)
Smith v Lee f c
Malam v Malam s c

EXCHEQUER CHAMBER.

SITTINGS IN ERROR.

The following days have been appointed for the argument of Errors and Appeals :—

QUEEN'S BENCH.

Friday .....May 13 | Saturday .....May 14

COMMON PLEAS.

Monday.....May 16 | Tuesday .....May 17

EXCHEQUER.

Wednesday .....May 18 | Thursday.....May 19

Mr. Patrick Grant, Writer to the Signet in Scotland, and Sheriff-Clerk of Invernessshire, died in Upper Berkeley-street, London, on the 18th April, aged sixty-five.

The coronership of West Berks has become vacant by the death of Dr. John Alexander, which took place at Newbury on the 12th April. The duties of the office have for some time been performed by his son-in-law, Mr. W. J. Cowper, solicitor, who has been deputy coroner for some years, and it is likely that he will be elected without opposition.

YANKEE NEWS.

A Pittsburg judge recently fined a young man fifty dollars for kissing a lady in the street.

A Tennessee jury has thought it worth ten dols. to call a man unjustly a Kuklux in that state.

The Junior Law Class of Washington University numbers among its members two females.

The law expenses of the United States Government during the past year amounted to 375,990 dols.

A Tennessee court is listening to 300 love letters which are being read in a breach of promise case.

The United States Supreme Court have decided, that the late war between North and South ended August 17, 1866, the the date of President Johnson's proclamation to that effect.

The Pennsylvania Legislature has been petitioned by the Philadelphia bar to increase the judiciary, both local and State. —*Albany Law Journal.*

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, April 22, 1870.
(*From the Official List of the actual business transacted.*)

3 per Cent. Consols, 94¼	Annuities, April, '85
Ditto for Account, May 94¼	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 92⅝	Ex Bills, £1000, — per Ct. 5 p m
New 3 per Cent., 92⅝	Ditto, £500, Do — 5 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 5 p m
Do 2½ per Cent., Jan. '94	Bank of England Stock, 4¼ per Ct. (last half-year) 234
Do. 5 per Cent., Jan. '73	Ditto for Account,
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 209½	Ind. Enf. Pr., 5 p C., Jan. '72 106
Ditto for Account	Ditto, 5½ per Cent., May, '79 110¾
Ditto 5 per Cent. July, '80 113½	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do., 5 per Cent., Aug. '73 104
Ditto 4 per Cent., Oct. '88 100¾	Do. Bonds, 4 per Ct., £1000 24 p m
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, 24 p m
Ditto Enfaced Ppr., 4 per Cent. 91¾	

RAILWAY STOCK.

Shres.	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter	100	79
Stock	Caledonian	100	73½
Stock	Glasgow and South-Western	100	116
Stock	Great Eastern Ordinary Stock	100	41
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	121½
Stock	Do., A Stock*	100	128½
Stock	Great Southern and Western of Ireland	100	101¼
Stock	Great Western—Original	100	71
Stock	Do., West Midland—Oxford	100	—
Stock	Do., do.—Newport	100	—
Stock	Lancashire and Yorkshire	100	131
Stock	London, Brighton, and South Coast	100	46
Stock	London, Chatham, and Dover	100	16¼
Stock	London and North-Western	100	127½
Stock	London and South-Western	100	92
Stock	Manchester, Sheffield, and Lincoln	100	52¾
Stock	Metropolitan	100	77½
Stock	Midland	100	126
Stock	Do., Birmingham and Derby	100	93
Stock	North British	100	36
Stock	North London	100	121
Stock	North Staffordshire	100	61
Stock	South Devon	100	45
Stock	South-Eastern	100	78
Stock	Taff Vale	100	

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

After the interval devoted to the holidays all the markets re-opened with a considerable impetus, and have continued so. Railways, indeed, have fallen back a trifle in price during the last two days, but this is attributable merely to the sales made by speculators who have now been realising their profits. The Indian Guaranteed Stocks are rather more in request than of late, while in Americans the Erics have receded a little, in consequence of the ill auguries drawn from the fact that the supporters of Fisk and Gould have been re-elected to municipal offices in New York.

JURIDICAL SOCIETY.—The next meeting will be held on Wednesday, the 4th of Eay, 1870, at eight. p.m., precisely, when Sir George Young, Bart., will read a paper on "The proper Object and Constitution of a Legal University or Council of Legal Education." The Hon. Mr. Justice Hannen will preside. The Council will meet at half-past seven.

The University of Edinburgh has conferred the degree of LL.D. on Mr. Justice Blackburn.

Mr. Thomas Kirkpatrick, Q.C., of the Canadian Bar, died at Kingston, Ontario, on the 26th March, aged sixty-five years.

At the Berks Easter Sessions a motion was carried for paying the magistrates' clerks by salary, instead of by fees. The loss to the county by the new arrangement would not be more than £80 per annum.

Mr. Henry Watson, solicitor, of Aylesbury, having resigned the clerkship of the local Board of Health, which he had held for a period of twenty years, has been presented by the members of the board with a handsome clock, as a mark of the regard and esteem in which he is held by that body.

Mr. W. J. Cowper, solicitor, of Newbury, is a candidate for the vacant Coronership of East Berks. He has acted as Deputy-Coroner for the last seventeen years, and has performed most of the duties of Coroner for about three years past, owing to Dr. Alexander's illness. Mr. J. Cockburn Pinniger, another solicitor, of Newbury, and Clerk to the Guardians of Bradfield Union, is also a candidate for the Coronership.

ESTATE EXCHANGE REPORT.

AT THE MART.

April 8.—By Messrs. RUSHWORTH, ABBOTT, & Co.

Freehold residence, No. 4, Cleveland-square, St. James's. Sold £3,650.

Freehold two residences, Nos. 4 and 5, Westbourne-park-place. Sold £2,560.

Freehold two residences, Nos. 2 and 4, Westbourne-park-villas. Sold £1,900.

April 13.—By Messrs. EDWIN FOX & BOUSFIELD.

Leasehold house, No. 18, Waterloo-place, Shepherd's-bush, term 38½ years unexpired, at £3 3s. per annum. Sold £190.

Leasehold house, No. 10, Upper Spring-street, Montague-square, let at £50 per annum, term 24½ years unexpired, at £7 7s. per annum. Sold £390.

Leasehold house, No. 46, Stanhope-street, Euston-road, let at £42 per annum, term 16½ years unexpired, at £5 5s. per annum. Sold £200

Leasehold residence, No. 101, Ladbroke-road, Bayswater, annual value £120, term 69½ years from 1868, at £16 10s. per annum. Sold £1,400

April 19.—By Messrs. C. and H. WHITE.

Leasehold, two residences, Nos. 240 and 242, Albany-rd, Camberwell, term 7 years unexpired, at £9 10s. per annum. Sold £125.

Leasehold residence, No. 147, Kennington-pack-road, annual value £60, term 16½ years unexpired, at £4 15s. per annum. Sold £350.

Leasehold four houses, Nos. 1 to 4, Albion-place, Aldersgate-street, producing £160 per annum, term 16 years unexpired, at £60 per annum. Sold £205.

By Mr. A. DAY.

Leasehold house, No. 39, Shepherdess-walk, City-road. Sold £130.—Leasehold house, No. 29, Shepherdess-walk, City-road. Sold £190.—Leashold house, No. 31, Shepherdess-walk, City-road. Sold £190.—Leasehold house, No. 34, Culford-road South, Downham-road. Sold £370.—Leasehold house, No. 36, Culford road South, Downham-road. Sold £330.—Leasehold house, No. 38, Culford-road South, Downham-road. Sold £330.—Leasehold house, No. 40, Culford-road South, Downham-road. Sold £325.—Leasehold five houses, Nos. 3 to 7, New-street, Old-street, St. Luke's. Sold £1,105.—Leasehold five houses, Nos. 9 to 12, New-street, Old-street, St. Luke's, and No. 4A, Little Mitchell-street. Sold £1,125.—Leasehold public house, the Adam and Eve, Church-street, Shoreditch. Sold £2,110.

AT THE GUILDHALL COFFEE HOUSE.

April 21.—By Mr. MARSH.

Leasehold sixteen residences. Nos. 1 to 8, and 10, 12, 14, 16, 18, 20, 22, and 24, Coningham-road, Shepherd's-bush, annual value £308 per annum, term 95 years unexpired, at £90 per annum. Sold £8,700.

AT GARRAWAY'S COFFEE HOUSE.

April 21.—By Mr. BRIANT.

Leasehold four houses, Nos. 5 to 8, Harleyford-street, Kennington-park, producing £108 per annum, term 17 years unexpired, at £66 4s. per annum. Sold £285.

Freehold two residences, Nos 1 and 2, Clevedon-villas, Somerset-road, New Barnet, annual value £48 per annum each house. Sold £750.

Freehold Nos. 3 & 4, Clevedon-villas, &c., annual value £48 per annum each house. Sold £730.

Leasehold three residences, Nos. 7, 8, & 9, Portland-place North, Clapham-road, let at £26 per annum each house, term 84 years from 1836, at £6 per anoum. Sold £810.

Leasehold four houses, one with shop, Nos. 9, 10, 11, & 12, Portland-place South, Clapham-road, let at £85 per annum, term 84 years from 1836, at £9 per annum, Sold £890.

Freehold ground-rent of £1 10s. per annum, secured on premises in Station-road, Wood-green.—Sold £25.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

CLARKE—On April 16, at 12, Gloucester-cottages, Park-road, Peckham, the wife of Edward Clarke, Esq., barrister-at-law, of a daughter.

COX—On April 16, at Modena Lodge, Tunbridge, the wife of Homersham Cox, Esq., barrister-at-law, of a daughter.

FISCHER—On April 16, at Walton Oaks, Surrey, the wife of Thomas H. Fischer, Esq., of Lincoln's-inn, of a son.

RYAN—On April 16, at 10, Onslow gardens, S.W., the wife of Arthur Compton Ryan, Esq., solicitor, of a son.

MARRIAGES.

BOTTERELL—WEBB—At Emanuel Church, Clifton, J. J. Dumville Botterell, Esq., solicitor, Sunderland, to Louisa Amelia, eldest daughter of Wm. Webb, Esq., Clifton.

CLEASBY—ARKWRIGHT—On April 19, at Cromford, Matlock, R. D. Cleasby, Esq., to Edith Anne, second daughter of the late Edward Arkwright, Esq., of Hatton, Warwickshire.

HUNT—GRANT—On April 9, at the parish church, St. John's, Hampstead, Joseph Hunt, Esq., of Ware, Herts, solicitor, to Emma Maria, eldest surviving daughter of Henry Grant, Esq., Australia.

NETHERSOLE-WORSFOLD—On April 6th, at St. George's Church, Bloomsbury, Henry Wordsworth Nethersole, of 1, New-inn, Strand, and The Cedars, South Lambeth, to Louisa Worsfold, of Gower-street, Bedford-square.

PAYNE—BIRKETT—On April 20, at the parish church, Haseley, Oxon, William John Payne, of Lincoln's-inn, Esq., to Frances, youngest daughter of the Rev. William Birkett, rector of Haseley.

DEATHS.

GRANT—On April 18, at 50, Upper Berkeley-street, London, Patrick Grant, Writer to the Signet, Sheriff Clerk of Inverness-shire, aged 63.

STEELE—On April 16, Adam Rivers Steele, of Cricklewood, Middlesex, and 44, Bloomsbury-square, and of Gray's-inn, Barrister-at-Law, the second son of the late Captain Thomas James Steele, of H. M.'s 25th Light Dragoons, aged 53.

WALLER—On April 4, at Chesterfield, Robert Waller, Esq., Solicitor, aged 40.

LONDON GAZETTES.

Winding up of Joint-Stock Companies.

TUESDAY, April 19, 1870.

UNLIMITED IN CHANCERY.

London and National Provincial Association.—Creditors residing out of the United Kingdom are required, on or before May 31, to send their names and addresses, and the particulars of their debts or claims, to Mr. John Young, of 16, Tokenhouse-yard. Tuesday, June 14, at 12, is appointed for hearing and adjudicating upon the debts and claims.

STANNARIES OF CORNWALL.

Trencrom Mining Company.—Petition for winding up, presented March 25, directed to be heard before the Vice-Warden, at the Princes-hall, Truro, on Wednesday, May 11, at 12. Affidavits intended to be used at the hearing, in opposition to the petition, must be filed at the Registrar's Office, Truro, on or before May 6; and notice thereof must at the same time be given to the petitioners, their solicitor, or agents. Cock, Truro, solicitor for the petitioners; Hook & Street, Lincoln's-inn-fields, Agents.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, April 15, 1870.

Campbell, John Colin, Mysore, East Indies, Retired Surgeon. May 13. Campbell *v* Macqueen, V.C. Stuart. Prior & Bigg, Southampton-buildings, Chancery-lane.

Keys, George Francis, Warwick-st, Regent-st, Surgeon. May 19. Charman *v* Keys, V.C. Stuart. Chapple, Carter-lane, Doctors'-commons.

Hume, Robt, Berners-st, Oxford-st, Artist Carver. May 19. Gibbons *v* Paxton, V.C. James. Hortin, Edgware-rd.

Robertson, Jas, Angel-ct, Throgmorton-st, Stock and Share Broker. May 12. Colt *v* Robertson, M.R. Rogers & Co, Jermyn-st, St. James's.

Russell, Benj, Leeds, Gent. May 21. Gibson *v* Perkin, V.C. Stuart. Middleton & Son, Leeds.

Whelan, Wm Curteis, Tenterden, Kent, Esq. May 9. Whelan *v* Whelan, V.C Malins. Kinsey & Ade, Bloomsbury-pl.

Williams, Rev. James Augustus, Tavistock-crescent, Notting hill, Clerk. May 17. Atkins *v* Williams, V.C. Malins. Tucker, Serle-st, Lincoln's-inn.

TUESDAY, April 19, 1870.

Chapman, Oliver, Southsea, Southampton, Gent. May 16. Chapman *v* Chapman, V.C. Stuart. Vallance & Vallance, Essex-st, Strand.

Fry, Bruges, Cheddar, Somerset, County Coroner. May 9. Fry *v* Bennett, V.C. Malins. Bennett, Axbridge.

Jordan, Joseph, Kidderminster, Worcester, Victualler. May 20. Jordan *v* Boycott, M.R. Morton, Kidderminster.

Smith, Jas, Islip-st, Kentish-town, Newspaper Publisher. May 13. Smith *v* Smith, V.C. Malins. Yonge, Strand.

Taylor, Thos, Clifton, Bristol, Esq. May 31. Williams *v* Taylor, V.C. Stuart. Daniel & Cox, Bristol.

Woolf, John, Dorset-ter, Dover-rd, Southwark, Fur Dyer. May 23. Isaacson *v* Van Goor, V.C. James. Huntley, Tooley-st, London-bridge.

Next of Kin.

Browning, John, Five-foot-lane, Bermondsey, Woolstapler. May 14. Ex parte Beriah Drew, V.C. James.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, April 15, 1870.

Arrowsmith, Chas, Burton-cresent, Gent. June 1. Fisher, Doughty-st, Mecklenburgh-sq.

Bainbridge, Thos Drake, Holborn, Esq. June 1. Pyke & Co, Lincoln's-inn-fields.

Bramall, Robt, Bredbury, Cheshire. May 16. Drinkwater, Hyde, nr Manch.

Brown, Ebenezer Ball, Gt St Helen's, Bill Broker. June 1. Michael & Co, Old Jewry.

Caldicott, John, Bushey, Herts, Licensed Victualler. May 28. Seymour, Coventry.

Davis, Peter, Handsworth, Stafford, Victualler. May 31. Ludlow & Blewitt, Birm.

Elliot, Wm, Newcastle-upon-Tyne, Surgeon. June 20. Blacklock, Newcastle-on-Tyne.

Fuller, Lady Miranda, Watford, Herts, Widow. June 1. Lethbridge & Son, Abingdon-st, Westminster.

Garland, Mary, Brighton, Widow. May 31. Marshfield, Wareham.

Guazzaroni, John Belgrave, Abingdon-villas, West Kensington, Surgeon. May 21. Shepheard & Son, Lower Phillimore-pl, Kensington.

Hall, Thos Young, Newcastle-upon-Tyne. June 8. Watson, Newcastle-upon-Tyne.

Hardwick, Susannah, Adelaide-rd, Widow. May 15. Lawrence & Co, Fenchurch-st.

Hodsoll, Wm Thos, Guernsey, Gent. May 27. Pinney & Son, Furnival's inn.

Holman, Benj, Lee Mill, Devon, Paper Maker. June 1. Andrews, Modbury.

Horwood, Chas, Broadwater, Sussex, Gent. May 14. Tucker & Lake, Serle-st, Lincoln's-inn.

Hoskin, Jas Alex Salisbury, Brighton, Sussex, Gent. June 1. Clarke & Howlett, Brighton.

Johnson, Chas, Sheerness, Gent. May 12. Ward, Sheerness.

Jones, Eliz, Headingley, Leeds, Widow. July 1. Barr & Co, Leeds.

Lambert, Thos, York, Butcher. May 24. Calvert, York.

Love, Benj, Bowden, Cheshire, Gent. June 30. Gill & Co, Manch.

Millett, Stephen, Road, Somerset, Butcher. May 28, Webber, Trowbridge.

Powley, Robert Yates, Scarborough, York, Tailor. June 1. Woodalls & Dormer, Scarborough.

Richards, Benj, Stourbridge, Worcester, Saddler. May 25. Pearman & Gould, Stourbridge.

Seager, Thos Sudrick, Westcott, Dorking, Surrey, Gent. May 12. Hart & Co, Dorking.

Wilson, A. & G., Edinburgh, Fishing Rod Manufacturers. April 30. Denholm, Edinburgh.

TUESDAY, April 19, 1870.

Billimore, Eliza, Charles-st, Portman-sq. May 31. Wade, Clifford's-inn.

Burdett, Geo. Almondbury, York, Joiner. May 10. Learoyd & Learoyd, Huddersfield.

Cayley, John, Wallington, Surrey, Esq. June 24. Bearless & Sons, East Grinstead.

Cowee, Thos, Chipping Ongar, Essex, Butcher. May 31. Gibson, Chipping Ongar.

Curel, John, Rochester, Kent, Bargeowner. May 1. Prall & Son, Rochester.

Davis, Wm, Bridstow, Hereford, Gent. May 20. Isaacson, Margate.

Ewer, Edward John, Cricklade St Sampson, Wilts, Gent. May 30, Kinneir & Tombs, Swindon.

Gibbs, Wm, Faversham, Kent, Gent. June 1. Tassell, Faversham.

Heycock, Hy, Pendleton, nr Manch, Wool Merchant. June 18. Sale & Co, Manch.

Lynn, John, Morpeth, Northumberland, Coal Agent. June 30. Woodman, Morpeth.

Marrian, Hy, Edgbaston, Birm, Gent. April 30. Griffiths & Bloxham, Birm.

Martin, Hy, Sheffield, Licensed Victualler. May 21. Bramley, Sheffield.

Newton, John Mastin, New Bexley, Kent, Deputy Corn Meter. May 28. Burkitt, Currier's-hall, London-wall.

Parker, John Baker, Exmouth, Devon, Gent. May 17. Adams, Exmouth.

Payne, Joseph, West-hill, Highgate, Barrister-at-Law. May 20. Aston, Mincing-lane.

Prescott, Fras, Dover, Kent, Yeoman. May 31. Knocker, Dover.

Preston, Wm Robert, Lyndhurst, Hants, Esq. May 16. Anthony, Lpool.

Roberts, Ezra, Bwlch-y-Bendy, Denbigh, Gent. May 20. Davies, Haverfordwest.

Smith, Rev Geo, East India-rd, Poplar. May 28. Burkett, Currier's Hall, London-wall.

Tucckey Mary, Swindon, Wilts, Spinster. May 30. Kinneir & Tombs, Swindon.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, April 15, 1870.

Elliff, Jeremiah, Caterham, Surrey, Builder. March 17. Comp. Reg April 14.

Bankrupts.

FRIDAY, April 15, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Bernstein, Bernhard, Chiswell st, Finsbury. Pet April 12. Hazlitt, April 27 at 12.

Broadbent, Thos, High-st, Highgate, Plumber. Pet April 13. Spring-Rice. April 26 at 2.

Burton, Reginald Wm John, Russell-sq, no trade. Pet April 11. Murray. May 9 at 11.

Hopley, Hy, Well-st, Falcon-sq, Warehouseman. Pet April 13. Brougham. April 29 at 12.

Kerriage, Wm, (not Kerridge as in last Gazette), George-st, Notting Dale, Builder. Pet April 7. Spring-Rice. April 28 at 12.

Layland, Julius, Blackman-st, Southwark, Harmonium Manufacturer. Pet April 14. Spring-Rice. May 3 at 11.

Rickard, Geo Byron, Austin Friars, Stock Broker. Pet April 13. Hazlitt. April 27 at 12.

Wilson, Jas Robt, Union-st, Borough, Oilman. Pet April 13. Spring-Rice. April 27 at 11.

To Surrender in the Country.

Adams, John, Broughton, nr Manch, Butcher. Pet April 11. Hulton. Salford, April 30 at 10.

Benn, John, & Hy Benn, Morley, Yorks, Cloth Manufacturers. Pet April 12. Nelson. Dewsbury, May 5 at 3.

Geary, John Joseph, Leamington Priors, Warwick, Tailor. Pet April 12. Campbell. Warwick, May 3 at 2.

Goulding, John, Blyth, Northumberland, Builder. Pet April 13. Mortimer. Newcastle, April 27 at 11.

Hutchings, Jas, Binstead, Isle of Wight, Builder. Pet March 23. Blake. Newport, April 30 at 11.

Lever, Benj, Wycombe Marsh, Bucks, Builder. Pet April 13. Watson. Aylesbury, May 5 at 11.

Parker, Hy, Warton, Lancashire, Carpenter. Pet April 12. Myres. Preston, April 28 at 11.

Pike, Jas, Teignmouth, Devon, Builder. Pet April 11. Daw. Exeter, April 27 at 10.

Powell, Benj, Mold, Flint, Baker. Pet April 11. Porter. Chester, April 27 at 12.

Shaw, Thos, Ilkeston, Derby, Joiner. Pet April 12. Weller. Derby, May 6 at 12.

Walbourne, Isaac, Fortuneswell, Portland, Dorset, Tailor. Pet April 11. Symonds, J. Dorchester, April 27 at 2.

TUESDAY, April 19, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in the Country.

Brockland, John, Carlisle, Timber Merchant. Pet April 14. Walton. Carlisle, May 2 at 2.

Dean, Jas, Manch, Hardware Factor. Pet April 14. Kay. Manch, May 6 at 1.

Dobbs, Milson, Aberkenfig, Glamorgan, Grocer. Pet April 14. Langley. Cardiff, May 3 at 11.

Elliott, Wm Cornish, Plymouth, Devon, Builder. Pet April 14. Pearce. East Stonehouse, May 4 at 11.

Ellis, John, Hastings, Sussex, out of business. Pet April 16. Young. Hastings, May 3 at 11.

Fawthrop, Joah, Halifax, Yorks, Wholesale Druggist. Pet April 16. Rankin. Halifax, May 6 at 10.

Gray, John Clementson, Melton Mowbray, Leicester, Ironmonger. Pet April 13. Ingram. Leicester, May 2 at 11.

Kirkland, John, Lpool, Engineer. Pet April 13. Hime. Lpool, May 2 at 2.

Parrish, Hy, & Wm Hy Howarth, Burslem, Stafford, Ironmongers. Pet April 16. Challinor. Hanley, May 2 at 12.

Walton, Joseph Richardson, Halifax, Yorks, Woolstapler. Pet April 14. Rankin. Halifax, April 29 at 10.

Webster, Geo, Stockton-on-Tees, Durham, Builder. Pet April 14. Crosby. Stockton-on-Tees, May 4 at 12.

BANKRUPTCIES ANNULLED.

FRIDAY, April 15, 1870.

Quinet, Chas Geo Reynell, Milton-next-Gravesend, Kent, Florist. April 12.

SOLICITORS' BENEVOLENT ASSOCIATION.

For the Relief of Poor and Necessitous Attorneys, Solicitors, and Proctors, in England and Wales, and their Wives, Widows, and Families.

INSTITUTED 1858.

THE TWENTY-FOURTH half-yearly **GENERAL MEETING** of the Members and Friends of this Association will be held at the Hall of the **INCORPORATED LAW SOCIETY**, Chancery-lane, London, on **WEDNESDAY** next, the **27th** day of **APRIL**, at **ONE** o'clock P.M.:—To receive from the Board of Directors a Report and Statement of Accounts for the half-year; and to transact other business.

The Meeting will be open to the Profession.

(By order of the Board)

9, Clifford's-inn, London, April, 1870.

THOMAS EIFFE, *Secretary.*

KING EDWARD'S SCHOOL.
GREAT BERKHAMSTEAD, HERTS, 26 miles from London on L. & N. W. R.

THERE ARE FOUR EXHIBITIONS

At this School, each of the annual value of £60, and each tenable for four years at any College, Hospital, or Institution approved by the visitor. They are available to Medical and other Professional Students, as well as to those proceeding to the Universities.

A Prospectus will be sent on application to the Head Master.

STONY STRATFORD.—ST. PAUL'S SCHOOL.

VISITOR.—The Lord Bishop of Oxford.
WARDEN.—Rev. W. T. Sankey, Vicar.
HEAD MASTER.—Rev. W. M. Hatch, Fellow of New College, Oxford.
CHAPLAIN.—Rev. J. W. Knight, late Head Master of Lichfield Grammar School.

Terms in the Upper and Lower School 15 guineas a Term. No extras.

Apply to Rev. the Warden, Vicarage; or to the Secretary, at the School.

THE COLONIAL CLUB, 13, Grafton-street, Bond-street.—This Club is Proprietary, therefore no member is subject to any liability or responsibility whatever. It is founded for noblemen and gentlemen who are or have been residents in the Colonies, or who are directly interested in the welfare of the British Colonial Empire.

The Premises are unexceptionably situated, and contain rooms adapted and furnished to suit all the requirements of a first-class club. The internal arrangements are controlled by a Committee of Members, and the entire menage is on a par with those of the leading West-end clubs.

The Club is now open.

The entrance fee for the first 300 members is 5 guineas; beyond that number 10 guineas each. The annual subscription is 5 guineas.

Forms of application and every information may be obtained from the Secretary, at the Club-house.

EQUITABLE REVERSIONARY INTEREST SOCIETY, 10, LANCASTER-PLACE, STRAND.
Established 1835. Capital paid-up £480,000.

This Society purchases reversionary property, life interests, and life policies of assurance, and grants loans on these securities.

Forms of proposal may be obtained at the office.

F. S. CLAYTON, } Joint
C. H. CLAYTON, } Secretaries.

NATIONAL REVERSIONARY INVESTMENT COMPANY.

Instituted 1837, for the Purchase of Absolute or Contingent Reversions, Life Interests, and Policies of Assurance on Lives.

OFFICE—63, OLD BROAD STREET, LONDON, E.C.

JOHN PEMBERTON HEYWOOD, Esq., Chairman.
EDWIN WARD SCADDING, Esq., Deputy-Chairman.
Solicitors—Messrs. ILIFFE, RUSSELL & ILIFFE, Bedford-row.
Actuary—ROBERT TUCKER, Esq., The Pelican Assurance Company.

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G. A. RENDALL, Secretary.

THE AGRA BANK (LIMITED).
Established in 1833.—Capital, £1,000,000.
HEAD OFFICE—NICHOLAS-LANE, LOMBARD-STREET, LONDON.

BANKERS.

Messrs. GLYN, MILLS, CURRIE, & Co., and BANK OF ENGLAND.

BRANCHES in Edinburgh, Calcutta, Bombay, Madras, Kurrachee, Agra Lahore, Shanghai, Hong Kong.

CURRENT ACCOUNTS are kept at the Head Office on the terms customary with London bankers, and interest allowed when the credit balance does not fall below £100.

DEPOSITS received for fixed periods on the following terms, viz.:—

At 5 per cent. per annum, subject to 12 months' notice of withdrawal.					
At 4	ditto	ditto	6	ditto	ditto
At 3	ditto	ditto	3	ditto	ditto

EXCEPTIONAL RATES for longer periods than twelve months, particulars of which may be obtained on application.

BILLS issued at the current exchange of the day on any of the Branches of the Bank free of extra charge; and approved bills purchased or sent or collection.

SALES AND PURCHASES effected in British and foreign securities, in East India Stock and loans, and the safe custody of the same undertaken.

Interest drawn, and army, navy, and civil pay and pensions realised.

Every other description of banking business and money agency British and Indian, transacted.

J. THOMSON, Chairman.

Wimbledon.—Freehold Family Residence, in a choice position, with charming gardens and lawn, occupying half an acre, with possession.

MR. PHILIP D. TUCKETT will SELL by AUCTION, at the MART, Tokenhouse-yard, E.C., on TUESDAY, MAY 10, at TWELVE, a very superior detached FREEHOLD FAMILY RESIDENCE, pleasantly placed on rising ground, in one of the most favourite localities near town, known as No. 12, Lansdowne-road, Wimbledon, very near to the common, and about a mile from the railway station, whence there are direct trains to all the southern terminal stations. It contains dining and drawing rooms, and library on the ground floor, 11 bedrooms, excellent offices, and stabling, and stands in well-arranged flower and kitchen gardens, croquet lawn, &c., with pleasant open field behind. It was built for and is occupied by the owner, who is going abroad, and early possession can be had.

Particulars and conditions of

Messrs. PARK & W. B. NELSON, solicitors, 11, Essex-street, Strand, W.C.;

on the premises; or, with orders to view, of MR. PHILIP D. TUCKETT, land agent, surveyor, &c., 10a, Old Broad-street, E.C.

Monmouthshire, one mile from the increasingly prosperous town and port of Newport, 4½ hours from London by express.—The Maindee-park Estate, a most desirable freehold residential property, free from land-tax, with an elegant and commodious stone-built mansion, extensive stabling, excellent farm homestead, large kitchen garden, vineries, forcing-pits, orchard, picturesque pleasure grounds, park-like lands, neat entrance-lodge, &c., the whole comprising about 135 acres, in a ring fence, and forming one of the most attractive residential properties of its extent in the kingdom. First-rate salmon and trout fishing may be had in the celebrated river Usk, and three packs of hounds meet frequently within easy distances.

MR. W. A. BOWLER (in conjunction with Messrs. W. GRAHAM & SON, of Newport) is favoured with instructions from the trustees under the will of the late James Rennie, Esq., to offer the above very valuable FREEHOLD RESIDENTIAL PROPERTY for SALE by AUCTION, at the KING'S HEAD HOTEL, in the town of Newport, on WEDNESDAY, the 1st day of JUNE, 1870, at TWO for THREE o'clock in the afternoon precisely, in One Lot. Possession of the mansion and about 24 acres of land may be had on completion of the purchase, and of the farm and residue of the land at Candlemas, 1871.

Particulars and conditions of sale, with plan of the estate and plans and views of the mansion and lodge, may be had (price 5s. each) at the Auction Mart, Tokenhouse-yard, London; at the office of the Midland Counties Herald, Birmingham; of

Messrs. PROTHERO & FOX, Solicitors, Newport;

of Messrs. WM. GRAHAM & SON, Land Agents, Valuers, and Auctioneers, Savings' Bank-chambers, Newport; and of Mr. W. A. BOWLER, Land and Timber Surveyor and Valuer, Estate Agent, and Auctioneer, 7, Whitehall-place, London, S.W.

Queen Victoria-street. Mansion-house.—To Bankers, Financial Associations, Chambers of Commerce, Public Corporations and Companies.—Plots of Building Land, probably the most important in the city of London ever submitted to public competition.

MESSRS. FOSTER are directed by the Metropolitan Board of Works to LET by Public AUCTION (on building leases for terms of 80 years), at the AUCTION MART, Tokenhouse-yard, Lothbury, near the Bank of England, on TUESDAY, the 26th APRIL, at ONE for TWO o'clock precisely, the following PLOTS in Queen Victoria-street, the new grand thoroughfare from the Poultry to Cannon-street, and, in the course of the ensuing summer, from thence onward by the Thames Embankment to Westminster-bridge, viz.—

Lot 1. The Plot on the north-east corner of Queen Victoria-street and the Poultry, with frontages to each, amounting together to about 150ft., and containing a superficial area of about 2,352ft. There are two houses on this plot, at present in the occupation of Mr. Goode, tobacconist, and Mr. Brown, tailor, who are both under agreements to quit at a month's notice. This site, from its matchless position, being at the angle of the new street and the Poultry, where the vast traffic to and from the city culminates, is of the greatest importance, and commends itself to the attention of public companies and banking establishments.

Lot 2. The Plot adjoining the preceding westward, with a frontage to the Poultry and another frontage to the new street. The portion next the Poultry is in the occupation of Messrs. Wheeler & Co., shirt makers, and is subject to a lease (6½ years), but possession of the portion of the plot facing the new street can be had immediately.

Lot 3. The Plot on the south side of the street, near the Mansion-house, having a superficial area of about 6,296 ft., with a frontage to the new street of nearly 105 ft., a frontage to Charlotte-row of nearly 95 ft., a frontage to Bucklersbury of about 86 ft. 6, and a circular frontage to the Poultry of about 20 ft. The value and importance of this site, occupying so large an area in the most attractive and desirable spot in all the city of London, can hardly be over estimated. It presents, from its great extent and unrivalled position, probably the finest site in the whole city for a grand edifice in connection with any important financial or other association.

Particulars, with plans and conditions of letting, will shortly be published, and then had at the Auction Mart; or of Messrs. FOSTER, 54, Pall-mall, who will, on written application, forward copies free by post.